May 11. argued.
May 20. Affirmed Miller writes.

Rear

107

SUPREME COURT OF THE UNITED STATES.

No. ~~146.~~ 75

THE SCHOONER ELMIRA CORNELIUS, JOHN SIMONSON, CLAIMANT, AND LEADS & CO., AMES AND BARNES AND AL., CLAIMANTS OF THE CARGO, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

GOVERNMENT PRINTING OFFICE.

SUPREME COURT OF THE UNITED STATES.

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1 In the District Court of the United States in and for the eastern district of Pennsylvania.

The schooner Elmira Cornelius and cargo.

Pleas and proceedings before the honorable John Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania.

It is thus contained:

Be it remembered, that on this third day of November, A. D. 1862, the letter of Edward Conroy, acting lieutenant, commanding the United States bark Restless, dated the fourteenth day of October, A. D. 1862, reporting the capture of the schooner Elmira Cornelius and cargo, is filed, and is in the words and figures following, to wit:

2 U. S. BARK RESTLESS,
Off Bull's Bay, 14th October, 1862.

SIR: Having this day sent the schooner Elmira Cornelius to Philadelphia, as a prize, I herewith enclose, for your information, copies of my report to the Hon. Secretary of the Navy, and of the report of Acting Master Wm. N. Griswold, who commanded the boat chasing the schooner.

Very respectfully, your ob't serv't,

EDW. CONROY,
Acting Lieut. Comd'g.

To the PRIZE COMMISSIONER *at the Port of Philadelphia.*

3 (Copy.)

U. S. BARK RESTLESS,
Bull's Bay, S. C., Oct. 12th, 1862.

SIR: I have the honor to submit the following report of the capture of the schooner Elmira Cornelius, of New York, by the boat under my command, by your order. On leaving this vessel I proceeded towards Bull's Bay with all possible speed, hoping to reach the mouth of the narrow channel by which the schooner was trying to run the blockade, but she was too fast for us, for finding that the boat gained, she set her mainsail and gaft-topsail. As there was a strong breeze blowing at S. SW., she went through the water at a furious rate, the pilot evidently well acquainted with the channel. On reaching Bird's Island passage she entered it beautifully, and under all sail fairly flew through the water towards Harbor creek; seeing which, I tried to cut her off by crossing the shoals close to the island—Bird's—but it was of no use. Suddenly, however, she took the ground, and by the time she floated again I was within a quarter of a mile of her; fired a rifle at her, but no notice was taken of it. She still, under all sail, tried to reach the main land; again she took the ground. Those on board finding that she was hard and fast, and the boat close on them, gave it up and hoisted an American ensign in the
4 fore rigging, port side, union down. The captain said that the flag had been there all the morning, but we could not see it till close on her. It might have been there, however, as they could not have chosen a better place to have hidden it from us. On boarding her I found the water up to the cabin floor, but on trying the pumps found that she could be kept free by pumping ten minutes in the hour; tried to get her off that tide, but could not on account of the water that was in her; lost the port anchor in the attempt at 12.20, or near that time. Mr. Chrisholm, acting master from the Flag, came on board in charge of two boats to aid in getting the vessel off. At my request he sent his

boat to the ship with captain, crew, and papers of schooner, in charge of Master's Mate Wells, of the Flag. On the morning of the 12th, there being a heavy tide, got her off. not considering it safe to trust her in deep water immediately, as the weather was threatening, I came to an anchor near Bird's island. Finding that she was not damaged materially on the flat, I at 6 p. m. got my anchor, and 7.30 came to near this vessel. I am happy to report that the conduct of Acting Ensign Henry Eason, who boarded shortly after myself, was highly efficient.

Very respectfully, your ob't serv't,

WM. N. GRISWOLD,
Act. Master, Ex. Officer.

To EDWARD CONROY, Esq., *Act. Lieut. Commanding.*

5 U. S. BARK RESTLESS,
Off Bull's Bay, 14th October, 1862.

SIR: I have the honor to report the capture of the schooner Elmira Cornelius, of New York, ostentatiously cleared for Port Royal, for violating the blockade at Bull's Bay, S. C.

On the morning of the 11th inst. a schooner was reported from the mast-head, standing in shore at Price's inlet. A shot was fired from our forward Parrott rifle gun and the ensign hoisted, when she stood on under easy sail, without showing her colors. Another shot was then fired from one of the forward 32-pounders, which fell short, but induced her to hoist her main and gaft topsails, undoubtedly trying to run the blockade.

I then sent an armed boat, in charge of Acting Master W. N. Griswold, to intercept and take possession of her; in the mean time got under way and stood in with the Restless.

I then sent another boat, in charge of Acting Ensign Henry Eason, to assist W. N. Griswold. Firing another shot from the rifle gun, which fell somewhat nearer the schooner, and seeing the boats approaching her, she was run aground near the mouth of the channel of Bull's island. During the whole time of the chase the schooner showed no colors, nor made any
6 signs of heaving to, but tried to escape the boats. So soon as Acting Master Wm. N. Griswold approached her in his boats she ran up the American ensign, union down, and pretended to be in distress and in a leaky condition. But it is now proven, although she thumped very heavily when ran aground, and having been ashore for twenty-four hours before she could be got off, she now only leaks four inches per hour, and fifteen minutes' pumping keeps her free. During the chase the U. S. steamer Flag hove in sight, and Commander Jas. H. Strong sent two boats to assist in getting her off; and I do not think that without the timely assistance of Commander Strong the schooner could *not* be gotten off so soon, we only having two small boats with a crew of five in each. The captain, mate, and supercargo were sent as prisoners on board the Flag, and taken to the senior officer off Charleston. The steward and two men were taken on board the Restless, and will go in the prize. The steward states that the schooner was fired into off Bull's Bay by the Restless in June last, and a boat sent on board of her, but her captain would not heave to, and our boat could not board her. By referring to the ship's log we find on the 28th June last the following remarks: At 5.40 a schooner bearing NE. in sight,
7 standing towards us. Sent a boat to board her. The boat returned and reported that the schooner would not heave to, and could not board her; fired three shots at her, but it being then dark, lost sight of her. She has ever since that time been lying in the harbor of Port Royal, with an assorted cargo invoiced at $15,315 77, without opening her hatches or disposing of any of her cargo, which was owned by a Dr. Van Dyke, of New York, who lived

formerly at Charleston, but has a few days arrived at Port Royal in the bark Fannie Currie, no doubt on a similar expedition. The cargo consists of everything most needed at the rebel States, and was unquestionably destined for a rebel port. I shall send the prize to Philadelphia in charge of Acting Master M. H. Johnson, for adjudication, whom I respectfully request may be ordered to return to the ship with the prize crew of six men, being already short of officers and men. The Flag also sent a crew of three men on the prize. I have to state that Acting Master Wm. N. Griswold, in command of the boats, has, with Acting Ensign Henry Eason, carried out my orders with alacrity and decision. Enclosed I send also the report of Acting Master Wm. N. Griswold.

I am, sir, very respectfully, your ob't serv't,

EDW. CONVOY,
Acting Lieut. Comm'g.

Hon. GIDEON WELLES,
Secretary of the Navy, Washington, D. C.

8 Whereupon, afterwards, to wit, on the said third day of November, A. D. 1863, it is ordered that this case be referred to the prize commissioners, to take the examination of witnesses in preparatorio, and to report their and each of their doings in the premises.

And it is further ordered that the marshal take possession of the said schooner Elmira Cornelius and cargo under the direction of the prize commissioners.

9 I. And afterwards, to wit, on the seventh day of November, A. D. 1862, George A. Coffey, esquire, attorney of the United States for the said district, and prosecuting in their name and on their behalf, appears in court and presents the libel of the United States of America against the schooner Elmira Cornelius and cargo, in a certain matter of prize, in the words and figures following, to wit:

In the district court of the United States for the eastern district of Pennsylvania.

UNITED STATES *vs.* SCHOONER ELMIRA CORNELIUS, her tackle, apparel and furniture, and the goods, wares, and merchandise laden thereon.	In admiralty.—Prize.

This seventh day of November, in the year 1862, George A. Coffey, attorney for the United States for the said district, who in this cause prosecutes on behalf of the said United States, by all lawful ways and means, and to all effects in law, alleges and propounds articulately as follows, viz:

10 1. The inhabitants and authorities of the State of South Carolina, as well as of divers adjoining States, as well now as since the 12th day of April, 1861, have and do oppose the laws of the United States, and obstruct the execution thereof, by combinations too powerful to be suppressed by the ordinary course of judicial proceedings, or by the powers vested in the marshals by law; and since the said date, have been and are in a state of insurrection, hostility and war against the United States; and the President of the United States issued his proclamation on the 19th and 27th days of April, 1861, declaring a blockade of the ports of the said State of South Carolina, and the said adjoining States, which blockade was then and ever since has been actually established and maintained.

2. That the said schooner Elmira Cornelius, whereof John Simonson is

master, her tackle, apparel and furniture, and the goods, wares and merchandise laden on board thereof, were, on the 11th day of October, 1862, taken and seized in Bull's bay, South Carolina, by the United States barque Restless, Lieutenant Conroy, commanding, said barque then and there being one of the Atlantic naval squadron, under command of Rear-Admiral S. F. Dupont, blockading the ports and coasts of South Carolina, and were brought into the port of Philadelphia, in this said district.

3. At the time of the aforesaid seizure said barque was in Bull's bay, South Carolina, and was violating, or attempting or intending to violate, the
11 blockade of a port or ports of the said State of South Carolina, or of a port or ports within the said adjoining States; that the said schooner, and the goods, wares and merchandise laden on board thereof, were, at the time of said seizure, the property of enemies of the United States; and the said goods, wares and merchandise were contraband of war, and were intended for and capable of giving aid and comfort to the said insurgents, traitors and enemies of the United States; and the said schooner, her goods, wares, and merchandise, as so doing and being, or otherwise, are liable to confiscation and condemnation, and ought to be confiscated as lawful prize.

4. Due proof being made of all the premises, proponent prays right and justice to be effectually done in the premises, and that the usual process of monition and warrant of attachment in this behalf be issued, and that the said schooner, her tackle, apparel and furniture, and the goods, wares and merchandise laden on board thereof, and so as aforesaid seized and taken, be pronounced to have been violating said blockade and the lawful regulations establishing it, and to be the property of insurgents, traitors and enemies of the United States; to be contraband of war, and to be intended for and capable of giving aid and comfort to said insurgents, and enemies of the United States; and as such, or otherwise, liable to confiscation and condemnation, and be
12 condemned as lawful prize, as having been taken as aforesaid, to be disposed and distributed according to law.

GEORGE A. COFFEY,
U. S. Att'y.

And thereupon the court having considered the same, it is ordered and decreed that process of law do issue according to the prayer of the said libel; and said process being issued, is in the words and figures following, to wit:

13 UNITED STATES,
Eastern District of Pennsylvania, sct.

The President of the United States to the marshal of the eastern district of Pennsylvania, greeting:

[SEAL.] Whereas the district court of the United States in and for the eastern district of Pennsylvania, rightly and duly proceeding on a libel, filed in the name of the United States of America, hath decreed all persons in general who have or pretend to have any right, title, or interest in the schooner Elmira Cornelius, whereof John Simonson is master, her tackle, apparel and furniture, and the goods, wares and merchandise laden on board thereof, captured by the United States barque Restless, Lieutenant Conroy, commanding, to be monished, cited, and called to judgment, at the time and place underwritten, and to the effect hereafter expressed, (justice so requiring,) you are therefore charged, and strictly enjoined and commanded, that you omit not, but that, by publishing these presents in at least two of the daily newspapers printed and published in the city of Philadelphia, and in the Legal Intelligencer, you do monish and cite, or cause to be monished and cited, peremptorily, all persons in general who have or pretend to have any right, title, or interest

n the said schooner Elmira Cornelius, her tackle, apparel and furniture, and the said goods, wares and merchandise, to appear before the honorable John Cadwalader, the judge of the said court, at the district court-room, in the city of Philadelphia, on the twentieth day after publication of these presents, if it be a court day, or else on the next court day following, between the usual hours of hearing causes, then and there to show, or allege, in due form of law, a reasonable and lawful excuse, if any they have, why the said schooner Elmira Cornelius, her tackle, apparel and furniture, and the said goods, wares and merchandise, should not be pronounced to belong, at the time of the capture of the same, to the enemies of the United States, and as goods of their enemies, or otherwise, liable and subject to condemnation, to be adjudged and condemned as good and lawful prizes; and further to do and receive in this behalf as to justice shall appertain. And that you duly intimate, or cause to be intimated, unto all persons aforesaid, generally, (to whom by the tenor of these presents it is also intimated,) that if they shall not appear at the time and place above mentioned, or appear and shall not show a reasonable and lawful cause to the contrary, then said district court doth intend and will proceed to adjudication on the said capture, and may pronounce that the said schooner Elmira Cornelius, her tackle, apparel and furniture, and the said goods, wares and merchandise, did belong, at the time of the capture of the same, to the enemies of the United States of America, and as goods of their enemies, or otherwise, liable and subject to confiscation and condemnation, to be adjudged and condemned as lawful prize, the absence or rather contumacy of the persons so cited and intimated in anywise notwithstanding, and that you duly certify to the said district court what you shall do in the premises, together with these presents.

Witness the honorable John Cadwalader, judge of the said court, at Philadelphia, this seventh day of November, A. D. 1862, and in the eighty-seventh year of the independence of the said United States.

JOSEPH FORNANCE,
Pro., Clk. Dist. C.

I, William Millward, U. S. marshal for the E. D. of Pennsylvania, do report and say that I have executed the within monition as I was commanded, by publishing the same in two or more of the daily newspapers published in the city of Philadelphia, to wit, in the Press and Bulletin, and in the Legal Intelligencer, on the twelfth day of November, A. D. 1862. So answers

WILLIAM MILLWARD,
U. S. Marshal,
Per THOS. B. PATTERSON,
D. Marshal.

14 UNITED STATES,
Eastern District of Pennsylvania, sct:

The President of the United States to the marshal of the eastern district of Pennsylvania, greeting:

[SEAL.] Whereas the district court of the United States, in and for the eastern district of Pennsylvania, in a certain cause of prize, moved and prosecuted in the said court in the name of the United States of America, against the schooner Elmira Cornelius, whereof John Simonson is master, her tackle, apparel, and furniture, and the goods, wares, and merchandise laden on board thereof, captured by the United States barque Restless, Lieutenant Conroy, commanding, as prize, and brought into the port of Philadelphia, in the eastern district of Pennsylvania, rightly and duly proceeding on the day of the date hereof upon the libel filed on behalf of the United States by the attorney of the United States for the said district, hath decreed the arrest of the said

schooner Elmira Cornelius, her tackle, apparel, and furniture, and the said goods, wares, and merchandise:

Whereupon we do hereby empower and strictly command you that you omit not, but that you arrest, or cause to be arrested, the said schooner Elmira Cornelius, her tackle, apparel, and furniture, and the said goods, wares, and merchandise, wheresoever you shall find the same, and the same so arrested you keep under safe and secure arrest until the further order of the said district court, and that you duly certify to the said district court what you shall do in the premises, together with these presents.

Witness the honorable John Cadwalader, judge of the said district court, at Philadelphia, the seventh day of November, in the year of our Lord one thousand eight hundred and sixty-two, and in the eighty-seventh year of the independence of the said United States.

JOSEPH FORNANCE,
Prothonotary, Clerk District Court.

NOVEMBER 7, 1862.

By virtue of the within writ I have arrested, seized, and attached the within named schooner and cargo, and have the same in my custody. So answers

WILLIAM MILLWARD,
United States Marshal.
Per THOMAS B. PATTERSON,
Deputy Marshal.

15 And afterwards, to wit, on the seventh day of November, A. D. 1862, the prize commissioners present special report on the condition of the vessel and cargo, which report is in words and figures following, to wit:

The Elmira Cornelius.

To the honorable John Cadwalader, judge of the district court of the United States for eastern district of Pennsylvania:

The undersigned respectfully report that the schooner Elmira Cornelius, arrived on the 3d instant, was reported to the prize commissioners as leaking badly; that the pumps had to be kept constantly going to keep the vessel free; and that there was every reason to suppose that a large portion of the cargo must be damaged.

The vessel was brought to the wharf at 1 p. m. of 4th instant, and it was still found necessary to keep three pumps steadily going to prevent the water from gaining in the hold. Under this condition of things inspection of the cargo became necessary. On removing the hatches said cargo was found in such a state that description would fail to give an adequate idea of the same. The vessel had been half full of water, so that at least one-half of the cargo has been submerged at various times. Immediate action in the absence of your honor was the only alternative to prevent entire loss to such portion of cargo as had been submerged. We therefore proceeded to discharge the vessel at once with despatch, during progress of which the cargo proves to have been quite
16 valuable, but at least one-half thereof has deteriorated fully 75 and 90 per cent., while a considerable quantity of drugs are entirely destroyed. The remaining portion of the cargo would very soon have been in a similar condition. That portion of the cargo not damaged has been carefully separated in the warehouse by a competent person, and every precaution taken to insure a correct return of all the packages, both empty and full.

The undersigned have full confidence that the means adopted in the premises will meet the approbation of your honor.

The condition of the vessel is such that her retention must involve great ex-

pense, if not the absorption of the entire interest; as not less than six (6) dollars per day will pay the expense of pumping alone, independent of the labor of the day and night watchmen.

In view of the above we earnestly press on your honor the necessity of a sale of both vessel and cargo at the earliest period possible, as we are satisfied that every day's detention is of serious injury to the almost ruined cargo.

Respectfully submitted.

HENRY FLANDERS,
JOHN H. YOUNG,
Prize Commissioners.

PHILADELPHIA, *November* 6, 1862.

17 And now, to wit, this seventh day of November, A. D. 1862, proclamation is openly made that if any one hath aught to say why the said schooner Elmira Cornelius, her tackle, apparel, and furniture, and the goods, wares, and merchandise, laden on board thereof, should not be condemned as forfeited for the causes in the libel set forth, he may appear, and he shall be heard; and no person thereupon appeared.

And afterwards, to wit, on the tenth day of November, A. D. 1862, the master and navigator of the said vessel attending in court, on notice, and no cause being shown or alleged why the said vessel and cargo should not be sold as perishable, it is, on motion of the district attorney, ordered that the said vessel and cargo be sold as, for the reasons in the special report of the prize commissioner of 7th instant stated, perishable, and that the sale, when made, be reported to the court for confirmation or other order, according to the course and practice of the court.

Which said writ of sale being issued, is in the words and figures following, to wit:

18 UNITED STATES,
Eastern District of Pennsylvania.

The President of the United States to the marshal of the eastern district of Pennsylvania, greeting:

Whereas the district court of the United States for the eastern district of Pennsylvania, in a certain cause of prize moved and prosecuted in said court, at the suit of the United States of America against the schooner Elmira Cornelius, whereof John Simonson was master, her tackle, apparel, and furniture, and the goods, wares, and merchandise laden on board the same, captured by the United States barque Restless, Lieutenant Conroy, commanding, and brought into the port of Philadelphia, in the said eastern district of Pennsylvania, rightly and duly proceeding on the day of the date hereof, on the application of the attorney of the United States as their proctor, has ordered that the said schooner Elmira Cornelius, her tackle, apparel, and furniture, and the cargo laden on board thereof, (justice so requiring,) be publicly sold by the marshal, according to the course and practice of the court, we do, therefore, by these presents, empower and strictly enjoin and command you that you expose, or cause to be exposed, to public sale the said schooner Elmira Cornelius, her tackle, apparel, and furniture, and the cargo laden on board thereof, and that you sell, or cause the same to be sold, publicly to the best bidder, having first given due notice of the time and place of sale according to the course and practice aforesaid, and that you make report of the sale so to be made, and of your execution of this mandate, in the district court aforesaid, on the twenty-eighth day of November inst., for confiscation or other order, according to the course and practice of the court.

[SEAL.] Witness the honorable John Cadwalader, judge of the said court, at Philadelphia, this tenth day of November, A. D. 1862, and in the eighty-seventh of the independence of the said United States.

CHARLES S. LINCOLN,
Pro., Clerk Dist. Court.

To the honorable John Cadwalader, judge of the district court of the United States:

In obedience to the within writ or order of sale, after giving at least ten days' notice in two or more daily newspapers published in the city of Philadelphia, to wit, in the Press and the Evening Bulletin, and in the Legal Intelligencer, also by handbills posted, of the time and place of sale, I did expose to sale at public auction, at Callowhill street wharf, on Saturday, November 22, 1862, at 12 o'clock m., the schooner Elmira Cornelius, her tackle, &c., and cargo, when Thomas D. Wilder, of the city of Philadelphia, bought the vessel for the price or sum of two thousand six hundred and fifty dollars, he being the highest and best bidder, that being the highest and best price bidden for the same. The marshal prays for further time to report on cargo.

So answers

WILLIAM MILLWARD,
U. S. Marshal,
Per THOS. B. PATTERSON,
D. Marshal.

The marshal further reports that at the same time, at store No. 142, North Front street, he exposed to sale the cargo of said vessel, and sold the same, in the aggregate, for the price or sum of nine thousand two hundred and sixty-one $\frac{66}{100}$ dollars, that being the highest and best price bidden for the same. The particulars of said sale are hereto annexed, which said sale is reported for the confirmation of the court, and for its further order and direction.

So answers

WILLIAM MILLWARD, *U. S. M.*,
Per THOS. B. PATTERSON, *D. M.*

19 *Sales, November 22d, 1862, cargo schr. Elmira Cornelius.*

1.	Shoe thread, 594		22	130 68
2.	10 sacks salt, lot	18		18 00
3.	2 boxes saponifier, lot	11	50	11 50
4.	1 box ipecac, lot		5	05
5.	1 box nutmegs, 16½		65	10 73
6.	1 box Spanish flies, 23¼		77½	18 02
7.	79 boxes ext. logwood, 1,091 — 158 = 933		10	93 30
8.	20 boxes grd. pepper, 509 — 200 = 309		4	12 36
10.	12 boxes grd. ginger, 270 — 120 = 150		8	12 00
11.	72 boxes mustard		25	18 00
12.	24 boxes cremor tartar, 240		10	24 00
13.	19 boxes assorted spices		50	9 50
14.	20 boxes sup. carb. soda, 200		6	12 00
15.	1 box Spalding glue, 12	1	00	12 00
16.	24 boxes saleratus, 1,440		3½	50 40
17.	5 boxes c. potash, 350		5½	19 25
18.	28 boxes soap		40	11 20
19.	5 boxes powd. rhubarb, 115		80	92 00

Sales, November 22d, 1862, cargo schr. Elmira Cornelius—Continued.

20.	10 boxes zinc, 2,000	6¾	135 00
21.	2 boxes black tea, 26	40	10 40
22.	40 boxes white lead, 8,000	8¾	700 00
23.	25 boxes sup. carb. soda, 2,800	3	84 00
24.	100 boxes stearine candles, 2,000	17½	350 00
25.	96 boxes starch, 1,152	4½	51 84
26.	52 boxes soap	40	20 80
27.	94 boxes soap	5 87½	552 26
28.	10 drums cheese, 333 — 50 = 283	5	14 15
29.	12 boxes cheese, 1,477 — 442 = 1,035	5½	56 93
30.	10 boxes grass cradles	3 25	32 50
31.	Corn brooms, 66	1 30	85 80
32.	2 bbls. glue, 300 — 42 = 258	18½	47 73
33.	1 box potash, 25	2 87½	77 88
20			
34.	5 boxes cotton cards, 8	5 25	42 00
35.	5 boxes verdigris, 820	45	369 00
36.	2 boxes chrome green, 200	10½	21 00
37.	1 box Prussian blue, 50	35	17 50
38.	Quinine, 25	2 77	69 25
39.	1 bundle opium, 9½	8 25	78 38
40.	Calomel, 50	77½	38 75
41.	Blue mass, 50	50	25 00
42.	3 boxes refd. borax, 391 — 60 = 331	24	79 44
43.	1 box carb. ammonia, 63	22½	14 18
44.	1 case indigo, 296 — 76 = 220	1 05	231 00
45.	49 kegs nails	3 75	183 75
46.	Shovels, 12	2 37½	28 50
47.	1 box shovels, 7	2 25	15 75
48.	1 box shovels, 5½	5 00	27 50
49.	1 box scythe, 10	1 50	15 00
50.	5 bbls. yellow ochre	1 12½	5 63
51.	12 bbls. alum, 3,547 — 264 = 3,283	2½	82 08
52.	14 bbls. copperas, 3,705 — 336 = 3,369	1¾	58 96
53.	2 casks blue stone, 576 — 127 = 449	11	49 39
54.	6 casks copperas, 2,506 — 240 = 2,266	1¾	39 66
55.	78 kegs lard, 4,459 — 1,092 = 3,367	9⅛	307 24
56.	50 firkins lard, 5,468 — 900 = 4,568	8¾	399 70
57.	28 hlf. bbls. mess pork	5 50	154 00
58.	11 firkins butter, 1,213 — 220 = 993	15	148 95
59.	19 kegs butter, 950	15¼	144 88
60.	3 hlf. bbls. mackerel	1 75	5 25
61.	1 bbl. linseed oil, 40	1 15	46 00
61½.	1 keg balsam copaiba, 138 — 40 = 98	52½	51 45
62.	4 casks linseed oil, 163	1 15	187 45
63.	10 tierces hams, 3,328	5½	183 04
21			
65.	1 box bolts, lot	7	7 00
66.	1 box cleavers, lot	3	3 00

Sales, November 22d, 1862, cargo schr. Elmira Cornelius—Continued.

67.	1 box files, knives, &c., lot	18	18 00
68.	4 boxes shoe nails, lot	8 50	8 50
69.	8 boxes scythe stones, 3	2 50	7 50
70.	10 boxes axes, 10	6 25	62 50
71.	1 box grass scythes, lot	15	15 00
72.	16 boxes straw hats	2 60	41 60
73.	1 hlf. bbl. cream tartar, lot	1 50	1 50
64.	90 boxes glass	60	54 00
74.	1 hlf. bbl. camphor, lot	17	17 00
75.	1 bag pepper, 79 — 2 = 77	22½	17 33
76.	4 boxes red ochre	4 12½	16 50
77.	1 box carpenter's tools, lot	14	14 00
78.	4 boxes axe and pick helves, lot	25	25 00
79.	3 bbls. putty, 1,190 — 60 = 1,130	3¾	42 38
80.	1 bbl. Epsom salts, 191 — 20 = 171	2¼	3 85
81.	2 cases and loose felt hats, 27 9/12	2 50	69 38
82.	1 case felt hats, 2 1/2	3	6 75
83.	9 boxes writing fluid, 17	1 75	29 75
85.	1 case envelope paper, lot	125	125 00
86.	1 case envelopes, lot	22 50	22 50
87.	1 case sealing-wax	14	14 00
88.	1 case envelopes	14	14 00
89.	1 case sand-paper	41	41 00
90.	1 case note paper	11	11 00
91.	1 case note paper	52	52 00
92.	1 case foolscap	70	70 00
93.	1 case letter	30 40	30 40
94.	1 case note	129 33	129 33
95.	1 case letter	32 50	32 50
22			
96.	1 case letter paper, lot	27 50	27 50
97.	1 case foolscap paper, lot	70	70 00
98.	1 case note paper, lot	30	30 00
99.	1 case envelope paper, lot	37 00	37 50
100.	1 case bill cap paper, lot	66 95	66 95
101.	1 case letter paper, lot	90 00	90 00
102.	1 case paper, lot	8 00	8 00
103.	1 case envelopes	22 50	22 50
104.	1 case foolscap paper	14 00	14 00
105.	1 case paper, pencils, &c	20 00	20 00
106.	1 case paper	24 00	24 00
107.	Lot inkstands, &c	35 00	35 00
108.	Lot paper, pencils, &c	62 50	62 50
109.	1 case letter paper	45 00	45 00
110.	1 case inkstands	17 00	17 00
111.	1 case letter paper	90 00	90 00
112.	1 case foolscap paper, lot	80 00	80 00
113.	1 case foolscap paper, lot	72 84	72 84
114.	1 case foolscap paper, lot	26 00	26
115.	1 case letter paper, lot	62 50	62 50
116.	1 case foolscap paper, lot	54 00	54

Sales, November 22d, 1862, cargo schr. Elmira Cornelius—Continued.

117.	1 case foolscap paper, lot	20	20
118.	1 case letter paper, lot	41	41
119.	1 case loose note paper, lot	25	25
120.	44 bdles. wrapping paper, lot	60	60
121.	49 boxes coal oil	15 25	747 25
122.	1 cask rosin oil, 41	00 50	20 50
123.	4 casks fish oil, 157½	82½	129 94
124.	5 casks castor oil, 191	1 95	372 45
			$9,261 66

23 And afterwards, to wit, on the fourteenth day of November, A. D, 1862, proclamation is again made, that if any one hath aught to say why the said schooner Elmira Cornelius, her tackle, apparel and furniture, and the cargo laden on board thereof, should not be condemned as forfeited for the causes in the said libel set forth, he may appear; and no person thereupon appeared.

Afterwards, to wit, on the fifteenth day of November, A. D. 1862, Morton P. Henry, esq., one of the proctors and advocates of the said court, appears in said court and presents the claim and affidavit of John Simonson to the said schooner and the cargo laden on board thereof; which said claim and affidavit being read is in the words and figures following, to wit:

24 THE UNITED STATES OF AMERICA
vs.
THE SCHOONER ELMIRA CORNELIUS AND CARGO. } In admiralty prize.

John Simonson, of Staten Island, in the State of New York, intervening for his own interest as owner of the said schooner, appears before this honorable court and makes claim to the schooner Elmira Cornelius, her tackle, apparel, and furniture, libelled as prize in this honorable court, at the instance of the United States of America; and the said John Simonson avers that before and at the time of the alleged capture of the said schooner she was owned by him, the said John Simonson, and that he is yet the sole, true, and *bona fide* owner of the same, and that the said schooner, if restored, will belong to the said John Simonson, and that no other person or persons is or are the owners thereof or interested therein; that the cargo on board the said schooner belongs, according to the best of the belief of this claimant, to the parties named in certain bills of lading which will be found among the papers on board of the said schooner; that at the time of the seizure he was the master thereof and in lawful possession of said cargo; that the said cargo was received on board under a charter party executed with a certain M. H. Vandyke at New York, for the hire of the said schooner for a voyage to Port Royal at the rate of hire of six hundred and fifty dollars per month; that said charter commenced in the month of June last past; that the said schooner was detained at Port Royal for the space of over three months,
25 and that a sum exceeding twenty-one hundred dollars was due to him in the said charter at the time of capture, for which he claims a lien against the said cargo.

The said John Simonson, the claimant in this case, was, at the time of seizure of the said schooner, a loyal citizen of the United States, and he prays that he may be admitted to defend, as well for his interest in the said schooner as for his interest in the said cargo; and that the said schooner with her cargo may be

discharged from arrest and be restored to the undersigned; and that the alleged captors may be condemned in damages, costs, &c.

JOHN SIMONSON.

Sworn to and subscribed before me this fourteenth day of November, A. D. 1862.

CHAS. HEAZLETT,
U. S. Com.

26 THE UNITED STATES
vs.
THE ELMIRA CORNELIUS AND CARGO. } D. C. U. S.—Admiralty prize.

I, John Simonson, master of the schooner Elmira Cornelius, captured as a prize of war on a voyage from Port Royal, South Carolina, to the city of New York, solemnly declare and say: I am a resident of Staten Island, in the State of New York, and a loyal citizen of the United States of America. I am the master and sole owner of the schooner Elmira Cornelius, and no other person or persons now hath or have any interest therein. I cleared from the city of New York for Port Royal in the month of June, 1862, and arrived at Port Royal about the first of July succeeding, with an assorted cargo of miscellaneous articles belonging, as I believe, to the parties named in the bill of lading
27 which will be found among the papers on board the said vessel. The vessel was chartered for the voyage by one M. H. Vandyke at the rate of six hundred and fifty dollars per month, the same rate to be paid in case of detention.

I was detained at Port Royal until the 10th day of October, A. D. 1862, when, under instructions from the charterer, I cleared at Port Royal for New York and sailed the same afternoon. On the following morning between 8 and 9 o'clock the schooner was captured by a boat from the bark Restless, while ashore on a bar in Bull's bay, in South Carolina, where she had been run aground for the purpose of saving her from sinking. While the schooner lay at Port Royal her bottom became worm-eaten, and during the last month she began to leak, but not so badly but that she could be kept free by the pumps. After crossing Port Royal bar and getting to sea the leak increased considerably. The mate had the first watch from 9 o'clock till 12. When I came on deck at twelve o'clock I perceived through the scuttle in the cabin that the water had risen considerably in the run of the vessel. The pumps had been going all night. I kept the after pump going until about three o'clock in the morning, when, finding the pumps did not clear her, I called all hands and set them at pumping. I tried to start the forward pump, but it choked by the washing of the cargo. We had two pumps aft, which were kept going. All hands were on deck. The mate went forward into the forecastle and reported the
28 water over the tops of his boots. I consulted with the mate; we agreed that we must put in towards the land either to beach her or get assistance from some of the vessels off Charlestown. All thought the vessel could not be kept afloat by her crew. The wind was blowing fresh from the southward and westward. I took off all sail except the foresail to ease her, and stood in for the land. About daylight we were well into the land. We made Bull's island; that was to the north of where I expected to be. I consulted the chart with the mate. I directed him to put the schooner ashore on some flats marked in the chart inside of Bull's Bay point, where the water was still. My intention was to endeavor to fix the forward pump, stop the leaks when the water fell, and with the assistance of the Restless to get her back to Port Royal. The Elmira Cornelius is a vessel of about ninety-five tons burthen and flat-bottomed; she has a centre board. In my judgment we would have been able to get her afloat again, either with her whole cargo or by the sacrifice of a

part. We were in sight of the bark Restless, which lay off Bull's bay, and a boat had put off from that vessel towards us; I expected that assistance would be rendered by her crew in helping to save the vessel and cargo. I had no intention of violating the blockade, or of placing the cargo and vessel in the hands of the rebels.

29 The vessel might have continued up the channel which leads towards Charlestown, and the chart showed that there was water enough to have continued for 3 or 4 miles in that direction. The schooner drew about six feet ten inches water. After the schooner got into still water the pumps would have kept her afloat. The wind was fresh from the southward and westward, and no boat from the bark could have overhauled us if it had been my intention to escape her. The place where I ran her ashore was a flat inside the harbor about one mile and a half, I should judge, from the main land; to place her there, we had to cross the channel. I did not heave to when I saw the Restless, for the following reasons: My vessel had been seriously injured by becoming worm-eaten while lying in Port Royal harbor. I had no insurance on the vessel, which was the only property I possessed in the world. Large expenses had been incurred for the voyage, and over two thousand dollars was due to me on the charter. The whole amount which I had received was four hundred and fifty dollars. I knew nothing of the responsibility of the charterer, and I looked to the cargo for indemnity. My vessel was in a sinking state. I believed that without beaching her neither cargo nor vessel could be saved. I was afraid if I ran down to the man-of-war first, in our then condition, they would have commenced throwing overboard
30 the cargo to lighten her; and after paying salvage and expenses there would have been nothing left for me. As we passed the Bull's Bay point, I went down into the cabin and brought the colors on deck; as we got into the rough water at the point, I was occupied in throwing the lead. I hoisted them, union down, before we struck, as a signal of distress to the cruiser. When the officer from the Restless came on deck he refused to receive any explanation. The pumps were going when he came on board. I told him to examine the state of my vessel. He accused me of having scuttled her; the state of the vessel will speak for itself. Our course during the voyage was as follows: We crossed Port Royal bar before I went below at nine o'clock. We steered east by north for about an hour after clearing the bar, and then steered northeast by east until about 3 o'clock the next morning, when we headed in for the land.

JOHN SIMONSON.

Sworn to and subscribed before me this fourteenth day of November, A. D. 1864.

CHAS. F. HEAZLETT, *U. S. Com.*

And thereupon, on the said fifteenth day of November, A. D. 1862, leave is granted to the said proctor to file the said claim and affidavit, subject, however, to all legal exceptions.

31 *Interrogatories.*

1. Where were you born; of what country are you now a citizen or subject; where do you reside; have you at any time, and if aye, when and where, been naturalized as a citizen of the United States; and are you in any manner interested in the captured vessel, her cargo or voyage, as owner, supercargo, agent, or otherwise howsoever?

2. Were you present, and in what capacity, at the capture in question; if aye, where and when was the capture made, and for what cause, or alleged cause; under what authority, commission, or license and flag did the captured

vessel sail; was any, and what, resistance made at the time of capture; and were any other, and what, other ships and vessels in sight at the time of the capture?

3. Who is the master of the captured vessel; where was he born; of what country is he now a citizen or subject, and where does he generally reside; who, also, are the owners of the captured vessel; where were they born; of what country are they now citizens or subjects, and where do they generally reside?

4. What is the name of the captured vessel; what is her tonnage; where was she built; what are the numbers of her officers and crew; were there any supercargo and passengers on board; who were they, respectively; whence did they come, and whither were they going; was the vessel armed, and in what manner, and had she any contract, agreement, license, protection, passport, or sea brief on board from any government, or any officer thereof, at the time of the capture, at the time of the commencement of the voyage, or at any other and at what time during the present or any former voyage?

5. From what place did the captured vessel sail on her present voyage; to what place and places was she bound during the voyage; what cargo had she on board at the time of her sailing on the voyage, and also at the time of her capture; at what place and time was the cargo put on board; of what place or places, respectively, was it the growth, produce, or manufacture, and out of what funds was the same purchased, and who are the laders, owners, and consignees of the cargo; where were they bound from; of what country are they now citizens or subjects, and where do they generally reside; and who would have been the true owners of the said cargo, and every part thereof, if the same had been, or should be, delivered at the port of destination of the said vessel?

6. What number of bills of lading, receipts or invoices, for the respective shipments of the cargo, was signed by the captain; to whom, and where were the respective shipments of the cargo deliverable; was there any, and what, endorsement or transfer of such bills of lading, receipts, or invoices; what papers, bills of lading, receipts, invoices, letters, or other writings were on board the captured vessel at the time of her departure from her last clearing port, before the capture; were any of them burnt, torn, thrown overboard, destroyed or cancelled, concealed or attempted to be concealed, and when and by whom, and who was then present; and are there in any country or place any contracts, agreements, bills of sale, charter-party, bills of lading, receipts, invoices, or other instruments and writings concerning the captured vessel, her cargo and voyage, other than those given up at the time of the capture; and if aye, where are they, of what nature are they, and what are their contents?

7. Was bulk broken during the voyage in which you were taken, or since the said ship was captured; if yea, when, where, and by whom; by whose orders, for what purpose, and in what manner?

8. Were there any passengers on board the captured vessel during any, and what, part of the voyage on which she was captured; if yea, how many, and who were such passengers by name; of what nation, state, city, or district, rank, profession, or occupation was each of them; did any, and which of them, hold any, and what commission, and from whom, and for what purpose; were any, and which of such passengers, secreted at the time of the capture, and why; and what place, and when was each of them taken on board; to what place was each of them destined, or said or supposed to be destined, and upon what business, or for what real purpose or design was he destined there; did they pay or agree to pay anything, and what, for their passage, and to whom; had any, and which of such passengers, any, and what property, or concern, or authority, directly or indirectly, regarding the ship or cargo; was there at any time during the voyage in which the said ship was captured, any officers, soldiers, or marines secreted on board of her; and if yea, for what reason were they so secreted, and for how long had they been so secreted, and for what reason?

9. What is the whole which you know or believe, according to the best o your knowledge and belief, regarding the real and true property and destination of the vessel and cargo—concerning which you are now examined—at the time of the capture?

10. Did you, during the voyage on which you were captured, at, or before, or after the time of capture, or during the previous voyage in which the captured vessel reached the port of her departure on the said voyage, see any and what blockading or alleged blockading vessel or vessels; if so, state the name or names, and armament or armaments of such vessel or vessels, and where you, at any and each time or times, saw her or them, and each of them, mentioning as nearly as you can the positions and distances of such vessels or vessels from the nearest or any other known point on shore; and if there were more than one vessel, their distances from, and relative positions to one another, and every other fact within your knowledge or belief relating to any such blockade, or alleged blockade or blockades?

11. Was any, and if any, what notice or warning given to the captured vessel, or to any and what person or persons on board of her, by or from any blockading or alleged blockading vessel or vessels, or any officer or person on board thereof, and when, or how, was the same given or repeated; if a notice or warning had been given before the time of capture, state precisely and in detail the course of the navigation of the captured vessel from the time thereof until her capture?

32 *Examination in preparatorio, returned November 17th, 1862.*

District court of the United States in and for the eastern district of Pennsylvania.

In re the schooner Elmira Cornelius.

Miller H. Johnson, acting master in the navy of the United States, and now attached to the U. S. barque Restless, being first duly sworn, deposes and says: That he is chief officer in charge of the captured vessel; that he was present when she was captured; that the capture was made by the U. S barque Restless; that the captured vessel was aground at the time of the capture in Bull's bay, South Carolina, to the westward of Bird's island, having run past the blockading force; that the capture was made on the 11th day of October, 1862, about half past 8 o'clock in the morning; that the captured vessel was made at daylight on the morning of the said 11th of October; that the capturing vessel endeavored to bring her to, and to that end fired three shells and one solid shot at her; that she paid no attention to these shots except to crowd on all sail, having previously to our firing only her foresail and main jib set; that the capturing vessel seeing her efforts to escape, manned a boat and sent it in pursuit of her; that in about a half hour after the first boat started in pursuit, a
33 second boat was manned and sent in aid of the first one; that about half past eight o'clock, and about the time our first boat reached the captured vessel, a steamer was reported to the southward and westward; that this steamer proved to be the U. S. S. Flag; that from the time she was first reported to the time she came within signalling distance from a half hour to an hour had elapsed; that the boats from the Restless had made the capture in question before the Flag had come within signalling distance. That the papers, log, and account-books and other documents and writings, marked and enumerated by Henry Flanders, the commissioner in this case, from No. 1 to No. 184, inclusive, are the papers, log, and account-books, and other documents and writings found on board and with the said prize, and are delivered to the said commissioner in the same condition; they were delivered to him without any fraud, addition, subduction, or embezzlement.

And deponent further swears, that he knows of no papers connected with

the said prize being missing; and if hereafter, before the final condemnation or acquittal of the said property, any other papers relative to the same shall be found or discovered to the knowledge of this deponent, they shall also be delivered up, or information of the same be given to the commissioner or to the
34 court.

MILLER H. JOHNSON,
Act'g Master U. S. Bark Restless.

Sworn to and subscribed before me this 3d day of Nov. 1862.

HENRY FLANDERS,
Commissioner.

35 District court of the United States in and for the eastern district of Pennsylvania.

In re the schooner Elmira Cornelius.

John Simonson, jr., master of said schooner, being first duly sworn, deposes and says, in answer to the first interrogatory, as follows: I was born in the city of New York; I am now a citizen of the United States; I reside at Port Richmond, Staten Island, New York; I am the sole owner of the captured vessel, but have no other interest in the cargo or voyage otherwise than in my capacity of master, and so far as the freight is concerned.

To the second interrogatory he answers and says: I was present at the capture in question in my capacity of master of the captured vessel; the capture was made in Bull's Bay inlet, nearest to the channel that leads to Georgetown; that is, nearer than to the inlet that leads to Charleston. I was aground at the time, opposite to a headland whose name I don't know; the point where I was aground and captured was about three miles inside the blockading limits; the capture was made on the 11th day of October last, between eight and nine o'clock in the morning; the alleged cause of my capture was that I had run by the blockading force, which I had no right to do; I found myself
36 inside of the blockading limits without being aware of it; that is, I was not aware that I had passed by the blockading vessels until I was within two miles of the beach; then, day breaking, I saw the U. S. barque Restless; I sailed under the American flag; I made no resistance at the time of the capture; the capture was made by the U. S. barque Restless, and I am not aware that any other U. S. vessel was in signalling distance at the time; I saw none.

To the third interrogatory he answers and says: I am the master and owner of the captured vessel, as already stated in my answer to the first interrogatory.

To the fourth interrogatory he answers as follows: Elmira Cornelius is the name of the captured vessel; her tonnage is ninety and five tons and a fraction; she was built at Barnegat, New Jersey; her officers and crew, all told, are five; there was a supercargo on board; he came on board at New York and was going to Port Royal; from Port Royal he was going in the vessel to New York; the vessel was not armed, and had none of the documents here inquired of on board.

To the fifth interrogatory he answers and says: The captured vessel sailed on her present voyage from New York, and was bound to Port Royal; from Port Royal I was bound to New York; when I arrived off Bull's bay, from the position of the vessel and in consequence of her leaking, I endeavored to put her ashore; having no insurance on the vessel, I thought by running her
37 ashore I could save my vessel and freight; I hoped to get the vessel afloat again and back to Port Royal. The cargo at the time of sailing on the voyage was an assorted one, consisting of paints, oils, drugs, hats, pro-

visions, salt, soap, lard, butter, cheese, hams, and perhaps other articles; it was the same at the time of capture with the exception of two kegs of butter, which was used on board the ship; it was put on board in New York, in the first part of June last; I am not positive of what place or places the cargo was the growth, produce, or manufacture; I do not know out of what funds it was purchased; Mr. Vandyke, Mr. Muir, Mr. Chichester, and another, whose name I do not recollect, are the shippers and owners of the cargo; they are all citizens of the United States, so far as I know or believe; I do not know where Mr. Vandyke resides, but the other owners, I believe, all reside in New York; I suppose Mr. Vandyke's residence is in New York; they would have been the true owners of the cargo and every part thereof if the same had been delivered at the port of destination.

To the sixth interrogatory he answers and says: There was quite a number of bills of lading, but I cannot state how many; the cargo was deliverable to the order of the supercargo at the port of destination. There was no endorsement or transfer of the bills of lading to my knowledge; all the letters,
38 papers, writings, and documents of every kind on board at the time of sailing from the last clearing port were given up at the time of the capture, none of them having been in any way destroyed or concealed or attempted to be concealed.

To the seventh interrogatory he answers as follows: Bulk was not broken during the voyage; I was taken out of the vessel at the time of the capture, and do not know what has been done with the vessel or cargo since.

To the eighth interrogatory he answers as follows: There were no passengers on board during any part of the voyage.

To the ninth interrogatory he answers and says: I have no other knowledge or belief regarding the matters here inquired of than what I have stated in answer to previous interrogations.

To the tenth interrogatory he answers thus:

To the tenth interrogatory he answers and says: On my voyage to Port Royal I saw blockading vessels all the way down from Cape Lookout, but I cannot state their names or armaments, nor any of the particulars here inquired of concerning them. At Bull's bay I stood in and off, in consequence of a head wind, about eight hours, but I did not stand in and off there more than at other points along the coast; the wind was very baffling the evening I was off Bull's bay; at Bull's bay I saw a U. S. barque, a blockading vessel, but did not then know her name; I have since been informed that it was
39 the barque Restless; on my return voyage I saw no blockading vessels until I was captured, as before stated; then I saw the said barque Restless, and after her boat's crew were in pursuit and had got possession of my vessel, the Flag came down to the bar and I was taken on board of her; her boat came up to my vessel about a half hour after the capture; I could not see the Flag boat at the time of the capture.

To the eleventh interrogatory he answers and says: No notice or warning was given the captured vessel by any blockading vessel or vessels.

JOHN SIMONSON, JR.

Sworn and subscribed before me this 7th day of Nov., 1862.

HENRY FLANDERS,
Commissioner.

40 H. L. Chichester, supercargo, being first duly sworn, deposes and says in answer to the first interrogatory as follows: I was born in Bridgeport, Connecticut; I am now a citizen of the United States; I have been living in Augusta, Georgia, for the last two or three years; I left there in April last; I have no interest in the captured vessel, her cargo, or voyage, in any other ca-

pacity than as supercargo; I was to receive for my services as supercargo at the rate of seventy-five dollars per month.

To the second interrogatory he answers as follows: I was present at the capture in question in my capacity of supercargo. The capture was made in Bull's bay, South Carolina. We were aground at the time of the capture, at a point about a mile or a mile and a half from the mainland. We were past the light-house, and inside the station of the blockading vessel two miles or more. The capture was made on the morning of the 11th of October last, between seven and nine o'clock. We were captured for being inside the blockade. When we passed in by the blockading vessel it was after daylight, and we saw her plainly. I went below while the vessel was passing in for a half hour or three quarters of an hour. I heard some of the men say that while I was below the blockading vessel fired at us, but I did not hear the shots. We sailed under the American flag. We made no resistance at the time of the capture. The capture was made by a boat's crew from the bark Restless. After
41 the capture, about a half hour, a boat's crew came from the United States steamer Flag. Neither the Flag nor her boat's crew were in sight at the time of the capture. Whether they were in signalling distance is more than I know.

To the third interrogatory he answers and says: John Simonson is the master of the captured vessel. I do not know where he was born, but I believe he is a citizen of the United States. He resides at Port Richmond, Staten Island. He is the owner of the vessel.

To the fourth interrogatory he answers as follows: Elmira Cornelius is the name of the captured vessel. Her registered tonnage is ninety-five tons. I have heard she was built at Barnegat, New Jersey. Her officers and crew, all told, are five. I was on board as supercargo I went on board at Port Richmond. My baggage I put on board at New York. I was going to Port Royal. The vessel was not armed, and had none but the usual custom-house documents so far as I know.

To the fifth interrogatory he answers and says: The captured vessel sailed on the present voyage from New York. She cleared on the 15th of June last, and was bound to Port Royal. She cleared at Port Royal on the 10th of October last for New York, and to the best of my knowledge and belief was bound there. The cargo, at the time of sailing on the voyage, was an assorted one. It was the same when we were captured. It was put on board in
42 New York, in the month of June. It was of American growth, produce or manufacture I do not know out of what funds it was purchased. Alexander Muir, Leeds & Co., and E. V. A. Chichester are the shippers and owners of it. All the invoices were made to them, except those made to M. H. Vandyke. I do not know whether Vandyke is an owner or not. All these parties are citizens of the United States and reside in New York, except E. V. A. Chichester, who resides in Norwalk, Connecticut. M. H. Vandyke is the consignee. Some of the cargo, I believe, is consigned in the bills of lading to order. The above-named parties would have been the real and true owners of the cargo if it had or should now reach its port of destination.

To the sixth interrogatory he answers and says: I have no knowledge of the matters here inquired of, except that, so far as I know or believe, all the letters, papers, documents, and instruments of writing on board the captured vessel at the time she sailed from her last clearing port were given up at the time of the capture, none of them being in any way destroyed or attempted to be concealed.

To the seventh interrogatory he answers as follows: The cargo, or a part of it, was taken out at Port Royal by the orders of the master and placed on deck, in order to get the pumps in working condition and to stop leaks in the

vessel. I am unable to say whether bulk has been broken since the capture.

43 To the eighth interrogatory he answers as follows: There were no passengers on board during any part of the voyage.

To the ninth interrogatory he answers and says: I have no other knowledge or belief regarding the matters here inquired of than what I have already stated.

To the tenth interrogatory he answers and says: On the present voyage I saw only the United States bark Restless and United States steamer Flag. They were maintaining the blockade of Bull's bay. I can state nothing as to their armaments or position.

To the eleventh interrogatory he answers as follows: No notice or warning was given the captured vessel by any blockading vessel or vessels.

H. L. CHICHESTER.

Sworn and subscribed before me this 7th day of November, 1862.

HENRY FLANDERS,
Commissioner.

44 James Semple, mate on board, being first duly sworn, deposes and says, in answer to the first interrogatory, as follows, to wit: I was born in Hampton, Virginia; I am a citizen of the United States; I am a seafaring man, and have been sailing out of New York for the last ten years. I call Hampton my home, but I have not been there but twice within five years. I am not interested in the captured vessel, her cargo or voyage, in any other capacity than as mate.

To the second interrogatory he answers and says: I was present at the capture in question in my capacity as mate. The capture was made in Bull's bay. The vessel was ashore at the time, and about a mile and a half or two miles inside of the light-house point, and five or six miles inside the station of the blockading vessel. It was daylight when we passed into Bull's bay; it was after daylight, and the blockading vessel was plainly in sight. She was in sight at daylight; she fired at us, but we paid no attention to it. The capture was made on the 11th day of October last, between eight and nine o'clock in the morning; it was after breakfast. The cause of our capture, I suppose, was, that they thought we were going to run the blockade. We sailed under the American flag. No resistance was made at the time of the capture; the capture was made by a boat from the barque Restless; there was no other

45 U. S. vessel in sight at the time of the capture; I saw no other, but a boat from a U. S. steamer boarded us; how long after our capture I don t know.

To the third interrogatory he answers and says: John Simonson is the master of the captured vessel. To the best of my belief, he was born on Staten Island; he resides at Port Richmond, Staten Island, and, I should judge, is a citizen of the United States; I understood that he was the owner of the vessel.

To the fourth interrogatory he answers and says: Elmira Cornelius is the name of the captured vessel; her tonnage, I have been told, is ninety odd tons; she was built at Barnegat, New Jersey; her officers and crew, all told, are five. There was a supercargo on board; his name is H. S. Chichester. I joined the vessel at Staten Island; the supercargo was then on board; he was going to Port Royal. The vessel was not armed, and had none of the papers or documents here inquired of on board, to my knowledge.

To the fifth interrogatory he answers as follows: The captured vessel sailed from New York to Port Royal; on the present voyage she sailed from Port Royal for New York. The captain run the vessel ashore because he did not believe he could bring her to New York. With all the crew at work, we could keep the vessel free, and I thought with five more men we could get to New

York. I therefore advised the captain to run up to one of the blockading
46 vessels, and either get more men, or let them get the cargo out of her. Instead of this, he ran her ashore. We were joking all the morning about running the blockade, and I said to the supercargo that if we run ashore and the secesh get us, I supposed he would pay us for the risk we run. He said yes. This is all I heard about running the blockade. The cargo was on board when I joined the ship, but I understood that it was an assorted one; it was the same when we were captured, with the exception of a little butter, which was used on board, and four brooms. The cargo was put on board in New York, in the early part of June last. I do not know of what place or places it was the growth, produce or manufacture; I do not know out of what funds it was purchased; I do not know who are the shippers of it, but I was told that Dr. Vandyke was the owner of it; I know nothing of him; I never saw him until I saw him at Port Royal; I have been told that he belonged in New Jersey.

To the sixth interrogatory he answers and says: I have no knowledge of the matters here inquired of.

To the seventh interrogatory he answers and says: Bulk was broken two or three times in Port Royal in August and September, also in October; it was done by the captain and crew, by the orders, I suppose, of the captain, to clear the limbers so that the water could run aft to the pumps. I do not
47 know what has been done since.

To the eighth interrogatory he answers and says: There were no passengers on board during any part of the voyage.

To the ninth interrogatory he answers and says: I have no other knowledge or belief regarding the ownership of the vessel and cargo than what I have already stated. As to the destination, I believe that when we left Port Royal we were bound to New York, and that the vessel was run ashore on account of her leaking, and not for the purpose of running the blockade; this is to the best of my knowledge and belief.

To the tenth interrogatory he answers and says: On the voyage to Port Royal we saw a blockading vessel, a barque, at Bull's bay. I did not know her name at the time, but have since heard that it was the barque Restless. We were beating down the shore, and we were off Bull's bay only so long as the wind compelled us to be. The next day after leaving Bull's bay, we saw the blockading vessels off Charleston, but I do not know their names nor armaments. The day after we passed Charleston we were spoken and boarded by a blockader, but I did not hear her name. On the return voyage we saw two blockading vessels, to wit: the barque Restless, and another one whose name I do not know.

To the eleventh interrogatory he answers and says: The only notice or
48 warning we received were shots off Bull's bay from the blockading barque, on our way to Port Royal, and also on our return from there.

JAMES SEMPLE.

Sworn and subscribed before me this 8th day of Nov., 1862.

49 Daniel S. Sanford, steward on board, being first duly sworn, deposes and says, in answer to the first interrogatory, as follows, to wit: I was born in the State of New Jersey. I am now a citizen of the United States. I reside at Red Bank, New Jersey. I have no interest in the captured vessel, her cargo, or voyage, in any other capacity than as steward.

To the second interrogatory he answers as follows: I was present at the capture in question in my said capacity of steward. It was made in Bull's bay, South Carolina, inside the blockading limits. After we got over the bar we run aground. I cannot say positively, but I should think we had been running in for the land four or five hours before we crossed the bar. I cannot

state our exact course except that we were running in towards the land. About the time we run aground I took the wheel while the mate was drinking his coffee. Finding the schooner did not mind the helm, I said to the captain I thought we were aground. He said "Did you not know that? She has been aground some time; we are gone now, anyhow. They will take us," meaning the blockaders. The capture was made on the 11th day of October, 1862, about eight or nine o'clock in the morning. The alleged cause of our capture was that we did not hoist our ensign and heave to when we were fired
50 at by the blockading force, and run past them. We sailed under the American flag. No resistance was made at the time of the capture. The capture was made by the U. S. barque Restless. I think the U. S. gunboat Flag was in signalling distance at the time of the capture; but of this I am not positive. I did not see her. I only know that a boat from the Flag came up fifteen or twenty minutes after the first boat from the Restless. It might possibly be a half hour after—I think it was.

To the third interrogatory he answers and says: John Simonson is the master of the captured vessel. He was born in New York. He is a citizen of the United States. He resides in Port Richmond, New York. He is the owner of the vessel.

To the fourth interrogatory he answers and says: Elmira Cornelius is the name of the captured vessel. Her tonnage is eighty-seven tons, I think. She was built in New Jersey. Her officers and crew, all told, are six. There was a supercargo on board. His name was C. H. L. Chichester. He came on board at New York. He was going with the vessel, and Captain Simonson told me the morning we were going into Bull's bay that it was his intention to run the blockade. The vessel was not armed. I have no knowledge of any documents of the kind here inquired of.

To the fifth interrogatory he answers as follows: The captured vessel sailed on the present voyage from New York on the 20th day of June last.
51 She cleared for Port Royal, S. C. On our way down the coast we stood in towards Bull's bay. A boat was sent to us from the barque Restless, which was blockading that point. We tacked ship, and stood out to sea. This was on the 28th day of June, between the hours of six and nine p. m. In about half an hour after we stood out to sea; we tacked ship and stood in again under the barque's stern. We then tacked again and stood out to sea. In half an hour we turned about and stood in towards the land, and run in past the barque. She then fired two shells at us. The first one fell short, the second one reached us. When the first shot was fired we put the ship about and stood off shore. We continued to stand off during the night, and about five o'clock the next morning we run in again, and stood in until we got nearly inside the blockading limits. I do not know the reason, but the captain had the ship put about and stood off shore. Between seven and eight o'clock the next morning one of the U. S gunboats, whose name I do not recollect, sent a boat to us and boarded us. Finding our papers correct he let us go, and we proceeded to Port Royal. We arrived there on the first of July last, and lay there until the 10th of October, when we cleared for New York. The captain told me we cleared for New York. The morning of our capture, but before the capture, the cap-
tain told me that Doctor Vandyke, who is the sole or part owner of the
52 cargo, offered him at Port Royal ten thousand dollars if he would run the blockade. Ten or fifteen minutes before we run aground he said to me that he had from the first intended to run the blockade. The cargo at the time of sailing on the voyage was a general one. It was the same when we were captured with the exception of five gallons kerosene oil and two kegs of butter taken out at Port Royal. The cargo was put on board at New York in the month of June last. It was the grow h, produce, or manufacture of the United States. The shipper and owner of the cargo, so far as I know and

believe, is Dr. Vandyke. He claims to be a northern man, and I have heard was at one time the health officer at the New York quarantine. I do not know where he resides. He came to Port Royal after we arrived there, and was there when we sailed. The supercargo told me that he was interested in the cargo to the amount of three thousand dollars. I have no other information or knowledge of the matters here inquired of than what I have stated.

To the sixth interrogatory he answers as follows: I have no knowledge of the matters here inquired of.

To the seventh interrogatory he answers thus: Bulk was broken at Port Royal by the order of the captain in order to stop a leak; everything, however, was put back again. After the capture the prize master had a part of the cargo taken out in Georgetown bay in order to stop a leak. It was afterwards
53 put on board and the hatches sealed up.

To the eighth interrogatory he answers and says: There were no passengers on board during any part of the voyage.

To the ninth interrogatory he answers and says: I have no other knowledge or belief regarding the matters here inquired of than what I have already stated, except that on the morning of the capture I heard the captain ask the mate if he could take the schooner in. The mate said he could, but he would rather be under the stars and stripes than in Jeff. Davis's dominions. The captain then said that if he had been known to be all right the morning he left Port Royal he could have had five hundred dollars in his pocket.

To the tenth interrogatory he answers as follows: On the voyage to Port Royal we saw the barque Restless and a steamer, as stated in my answer to the fifth interrogatory. After leaving Port Royal we saw no blockading vessel or vessels until the morning of our capture.

To the eleventh interrogatory he answers as follows: We received no notice or warning from any blockading vessel or vessels.

DANIEL S. SANFORD.

Sworn and subscribed before me this 4th day of Nov., 1862.

HENRY FLANDERS,
Commissioner.

54 J. Henry Marshal, a hand on board, being first duly sworn, deposes and says, in answer to the first interrogatory as follows: I was born in Berlin, Maryland. I am now a citizen of the United States. I reside in Berlin, aforesaid. I have no interest in the captured vessel, her cargo, or voyage, in any capacity whatever, other than as my wages are concerned.

To the second interrogatory he answers as follows: I was present at the capture in question in my said capacity of hand. The capture was made inside Bull's bay. The vessel was ashore at the time of the capture. She had run by the blockading force. The U. S. barque Restless fired at us as we passed in, but we paid no attention to the shots. She sent her boat in pursuit of us, and she kept in pursuit for about an hour before we got aground. It was not more than three-quarters of an hour after we got aground before the boat came up and took possession of us. The capture was made on the 11th day of October last, between eight and nine o'clock in the morning. The alleged cause of the capture was that we had no business inside the blockading squadron. We sailed under the American flag. We made no resistance at the time of the capture. The capture was made by the U. S. barque Restless. There was no other U. S. vessel in sight or signalling distance at the time we were boarded by the boat from the Restless.

55 To the third interrogatory he answers and says: John Simonson is the master of the captured vessel. I do not know where he was born, but he is a citizen of the United States, and resides at Staten Island, New York. He is the owner of the vessel.

To the fourth interrogatory he answers as follows: Elmira Cornelius is the name of the captured vessel. Her tonnage is, I think, ninety-five tons. I do not know where she was built. Her officers and crew, all told, are five. There was a supercargo on board. His name is H. L. Chichester. He came on board at Port Richmond, Staten Island. He was going from there to Port Royal; we cleared at New York for Port Royal. The vessel was not armed, and had none of the documents here inquired for on board, to my knowledge.

To the fifth interrogatory he answers and says: The captured vessel sailed on the present voyage from New York, and was bound to Port Royal. In going to Port Royal we had head winds nearly all the way. As we passed Bull's bay, we stood in shore about eight o'clock in the evening. It was quite dark. We were hailed by a boat. We were then on the offshore tack, and we kept off. Not over three-quarters of an hour afterwards we tacked ship and stood in again, and got about two miles beyond and inside of the barque; she then fired two shots at us. At the first one we put about and stood out to sea. Between twelve and two o'clock in the morning we stood in again. The captain
56 continued on upon the inshore tack until daylight, when we were six or eight miles to the southward of the barque. He then tacked ship, and proceeded on the voyage to Port Royal. The next morning about daylight we were boarded from a steamer, but I do not know the steamer's name. At Port Royal we cleared, so the captain told me, for New York. We lay at Port Royal from the first of July to the 10th of October. Our vessel leaked badly, and at Port Royal, in order to keep her free, we had to pump her every hour; after we cleared the bar at Port Royal, our forward pump choked up, and we had to stand by the other pump all the time. The night prior to our capture, about three o'clock in the morning, all hands were called up to take in sail and pump. Some time after they came on deck, the vessel was put in shore, and continued on that course until she got aground. I supposed we were going in in consequence of the leaky condition of the vessel, but it looked suspicious that the captain did not run down to the barque after she had fired at us. Our cargo at the time of sailing on the voyage was a general one. It was the same at the time of the capture. It was put on board, I think, at New York, and in the month of June last. It was the growth, produce, or manufacture of the United States. I do not know out of what funds the cargo was purchased, but I have heard that Dr. Vandyke is the shipper and owner of it. I have no knowledge of the matters here inquired of.

57 To the sixth interrogatory he answers and says: I have no knowledge of the matters here inquired of.

To the seventh interrogatory he answers as follows: Bulk was broken at Port Royal to find out where the vessel leaked, and a keg of butter was taken out for the ship's use. Since the capture a part of the cargo was taken out at Georgetown, South Carolina, by the orders of the commander of the U. S. S. Norwich, and placed on board a barge, in order to get at and stop the leaks. After the leaks had been attended to, the cargo was put on board again; but I think the negroes from shore had stolen a good deal of it while it was on the barge.

To the eighth interrogatory he answers and says: There were no passengers on board during any part of the voyage.

To the ninth interrogatory he answers and says: I have no other knowledge or belief regarding the matters here inquired of than what I have already stated.

To the tenth interrogatory he answers and says: In going to Port Royal we saw the barque Restless and the steamer which boarded us, as already stated. On our return from Port Royal we saw the Restless and the Flag. These were the only blockading vessels we saw in going or returning, except the blockading force at Charleston at a great distance.

58 To the eleventh interrogatory he answers and says: No notice or warning was given the captured vessel by any blockading vessel or vessels.

J. HENRY MARSHAL.

Sworn and subscribed before me this 4th day of November, 1862.

HENRY FLANDERS, *Commissioner.*

59 David Jackson, a hand on board, being first duly sworn, deposes and says, in answer to the first interrogatory, as follows: I was born in New Jersey. I am a citizen of the United States. I generally reside in Williamsburg, New York. I have no interest in the captured vessel, her cargo, or voyage, in any other capacity than as my wages are concerned.

To the second interrogatory he answers as follows: I was present at the capture in question in my said capacity of seaman. It was made in Bull's bay, South Carolina. We were aground at the time, and inside the blockading limits. As we passed in we were fired upon by the U. S. barque Restless. We took no notice of her. We did not hoist our ensign nor come to. The bark, after firing, sent a boat in pursuit of us. The boat was in pursuit of us about an hour before we were captured. The capture was made about 8 o'clock of the morning of the 11th October, 1852. The cause of our capture was that the captors thought we were trying to run the blockade. We sailed under the U. S. flag. No resistance was made at the time of the capture. There was no U. S. vessel in sight at the time of the capture except the U. S. barque Restless, nor in signalling distance, so far as I know.

60 To the third interrogatory he answers as follows: John Simonson is the master of the captured vessel. I do not know where he was born, but he is an American citizen, and resides at Port Richmond, New York. He is the owner of the vessel.

To the fourth interrogatory he answers and says: Elmira Cornelius is the name of the captured vessel. Her tonnage, I believe, is eighty tons. She was built in New Jersey. Her officers and crew, all told, were five. There was a supercargo on board. His name is H. L. Chichester. He came on board at New York. He was going in the vessel wherever she might go. The vessel was not armed, and had none of the documents here inquired of on board, to my knowledge.

To the fifth interrogatory he answers and says: The captured vessel sailed on the present voyage from New York. She was bound to Port Royal, South Carolina. We arrived at Port Royal on the first day of last July. We sailed from there on the 10th day of the following October. We cleared for New York, but we run into Bull's bay, the captain said, to keep the ship from sinking. She was leaking badly when we got ashore. She was about half full of water. Our cargo, at the time of sailing from New York, was a general one. It was the same when we were captured. It was put on board in New York in the month of June last. It was of American growth, produce, or manufacture. I understood that Dr. Vandyke was the shipper and owner of the cargo.

61 I have no knowledge of the particulars he inquired of.

To the sixth interrogatory he answers and says: I have no knowledge of the matters here inquired of.

To the seventh interrogatory he answers and says: Bulk was broken during the voyage. It was done at Port Royal, by the orders of the captain and supercargo, for the purpose of finding out where the leaks were, to trim the vessel, and clean up the ceiling of the vessel. Since the capture, bulk was broken at Georgetown, by the orders of the prize master, or of the commander of the U. S. S. Norwich, for the purpose of stopping the leaks. The principal part of the cargo was taken out and placed on board a lighter. After the leaks were stopped it was put back.

To the eighth interrogatory he answers and says: There were no passengers on board during any part of the voyage.

To the ninth interrogatory he answers and says: I have no knowlege or belief regarding the matters here inquired of than what I have already stated.

To the tenth interrogatory he answers and says: As we went down the coast, on our way to Port Royal, we saw the U. S. barque Restless blockading Bull's bay. The wind was ahead at the time, and we stood in and stood off there about twelve hours, though working down the beach all we could. We saw, also, seventeen vessels at or near Charleston bar. Whether they
62 were all blockading vessels I do not know. On the return voyage I saw no blockading vessels except the barque Restless and the U. S. S. Flag.

To the eleventh interrogatory he answers as follows: We received no notice or warning from any blockading vessel or vessels.

DAVID JACKSON.

Sworn and subscribed before me this 4th day of November, 1862.

HENRY FLANDERS,
Commissioner.

63 *Papers and documents returned by prize commissioner, November 17th, 1862.*

(H. F.—B.)

UNITED STATES OF AMERICA:

We, the undersigned, seamen or mariners, who have hereunto subscribed our names, for and in consideration of the monthly or run wages hereunder set against the same, do hereby, each of us, severally and mutually agree with the master or owners of the ship or vessel called the Elmira Cornelius, of New York, whereof John Simonson is at present master, or whoever shall go for master, now bound from the port of New York to Port Royal, S. C., for a term of time not exceeding six months; to perform the said voyage in the said vessel as becomes good and faithful seamen or mariners, obeying each and every lawful command of the master and officers of the said vessel, and attending with the strictest fidelity and attention to any ship's duty which may be required of us, and likewise conforming in every respect to the laws of the United States which relates to the government of seamen in the merchant service. And it is also expressly understood and agreed by and between the parties hereunto, that they shall severally render themselves on board said vessel on or before the ——— day of ———, 1862, at —— o'clock in the forenoon, sober and fit for duty.

No sheath knives and no profane language permitted on board, and no grog allowed, and none to be brought on board by the crew.

64

Date of entry.	Names.	Stations.	Birthplace.	Age.	Height		Wages per month.	Advance wages.	Allotment abroad	Hospital money.	Time of service.		Whole wages.	Wages due.	Witnesses.
					Feet.	Inches.					Months.	Days.			
June 17, '62.	James Sample....	Mate.....	Virginia....	3.	5	6	35 00	10 00							
	Daniel S. Sanford	New Jersey.	.....												
	J Henry Marshal	.....	Berlin, Md.,	22	5	7									
June 11.....	David Jackson...	Seaman.....	New Jersey,	35	5	8	19								
	H. L. Chichester..	Supercargo..	Conn.....	2.											

65 (H. F.—C.)

DISTRICT OF BEAUFORT, S. C.

To all to whom these presents shall come.

J. T. GLEASON, *D'y Collector.*

[Seal of collector's office, custom-house, dist. of Beaufort, S. C.]

Whereas the schooner Almira Cornelius, of New York, of which John Simonson is master, is now ready to depart from the port of Port Royal, S. C., for New York, and other places beyond the sea, with six persons, including the master of the said schooner: We therefore, by these presents, do make known and certify that no plague or any dangerous or contagious disease at present exists in said port.

Given under our hands and seals of office this tenth day of October, 1862, and in the eighty-seventh year of the independence of the United States of America.

66 COASTER'S MANIFEST, (H. F.—D.)

Manifest of the whole cargo on board the schr. Almira Cornelius, of Port Richmond, John Simonson, master, burden 95 61/95 tons, navigated by 6 men, — boys, bound from the port of Port Royal, S. C., for New York.

Marks & Nos.	No. of entry.	Packages and contents.	Shippers.	Residence.	Consignees.	Residence.
[V] D	1	120 boxes soap.	M. H. Vandyke.	Port Royal.	Order.	New York.
[V] D	2	2 cases felt hats.				
B. H	3	23 cases paper.				
[A.M.]	4	2 cases paper.				
	5	5 bundles paper.				
	6	16 cases, 14 bundles stationery.				
[V] D	7	25 boxes agricultural implements.				
	8	5 boxes cotton cards.				
	9	5 boxes axes.				
	10	13 pkges. butter.				
	11	50 firkins lard.				
	12	5 tierces hams.				
[M]	13	100 boxes soap				
	14	100 boxes candles.				
	15	100 boxes starch.				
	16	209 pkges. spices.				
	17	13 hlf. bbls. pork.				
	18	21 pkges. pkges. butter.				
	19	75 kegs lard.				
[V] D	20	5 tierces hams.				
	21	33 boxes cheese.				
	22	25 sacks salt.				
	23	13 hlf. bbls. pork.				
	24	3 boxes tea, 3½ bbls sugar.				
M. V. D.	25	3½ bbls. pork, 3 keg- lard				
	26	3 cases cheese, 3½ bbls. mackerel.				
	27	133 cases ass'd drugs.				
	28	89 bbls. paints, oils, drugs.				
	29	123 boxes glass.				
[V] D	30	2 casks soda ash, 2½ bbls. drugs.				
	31	88 boxes oils and paints.				
67	32	26 kegs bicarb. soda.				
	33	5 bales shoe-threads.				
	34	16 boxes straw hats.				
[V] D	35	7 boxes hardware, &c.				
	36	1 bundle thread.				
[V] D	37	75 doz brooms.				
	38	50 kegs nails.				
		Passenger, H. L Chichester, Supercargo.				

JOHN SIMONSON.

I, John Simonson, master of the schr. Almira Cornelius, do solemnly swear to the truth of the within manifest, and, to the best of my knowledge and belief, all the goods, wares, and merchandise of foreign growth and manufacture therein contained were legally imported, and the duties thereon paid or secured. So help me God.

JOHN SIMONSON.

Sworn to this 10th day of October, 1862.

F. T. GLEASON,
Dep'y Collector.

DISTRICT OF BEAUFORT, S. C.,
Port of Port Royal:

John Simonson, master of the schooner A. Cornelius, of Port Richmond, having sworn, as the law directs, to the within manifest, consisting of —— articles of entry, and delivered duplicates thereof, permission is hereby granted to the said schooner to proceed to the port of New York, in the State of New York.

Given under hand, Port Royal, this tenth day of October, 1862.

[SEAL.]

J. F. GLEASON,
Dep'y Collector.

68 (H. F.—E.)

Enrolment permanent.

J. B.

No. 333.—Enrolment in conformity to an act of the Congress of the United States of America, entitled "An act for enrolling and licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same."

John Simonson, of Port Richmond, State of New York, having taken or subscribed the oath required by the said act, and having sworn that he is a citizen of the United States, and sole owner of the ship or vessel called the Almira Cornelius, of Port Richmond, whereof J. Simonson is at present master, and, as he hath sworn, is a citizen of the United States, and that the said ship or vessel was built at Tom's River, State of New Jersey, in the year eighteen hundred and forty-eight, as per enrolment No. 44, issued at this port February
69 14th, 1860, now cancelled, (property changed;) and said enrolment
J. A. H. having certified that the said ship or vessel has one deck and two
G. W. masts, and that her length is seventy-seven feet, her breadth twenty-four feet, her depth six feet, and that she measures ninety-five $\frac{61}{95}$ tons; that she is a square-sterned schooner, has no galleries and billet head; and that the said J. Simonson having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said schooner has been duly enrolled at the port of New York.

Given under our hands and seals, at the port of New York, this 14th day of June, in the year one thousand eight hundred and sixty-two.

[SEAL.]

W. CALLUM,
D'y Collector.

[SEAL.]

J. VACUM,
Naval Officer.

70 (H. F.—F.)

License of a vessel above twenty tons to carry on the coasting trade for one year.

L. B.

No. 840. DISTRICT OF THE PORT OF NEW YORK:

In pursuance of an act of the Congress of the U. States of America, entitled "An act for enrolling or licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same," John Simonson, of Port Richmond, State of New York, having given bond that the sch'r called the Almira Cornelius, whereof the said John Simonson is master, burden ninety-five $\frac{61}{95}$ tons, as appears by her enrolment, dated at New York the 14th day of June, 1862, shall not be employed in any trade while this license shall continue in force, whereby the revenue of the United States shall be defrauded, and having sworn that this license shall not be used for any other vessel, nor for any other employment than hereby specified, license is hereby granted for said schooner to be employed in carrying on the coasting trade for one year from the date hereof, and no longer.

W. CALHOUN, D'y Collector. [SEAL.] J. A. H. H. H.

Given under our hands and seals, at the custom-house, this 14th day of June, in the year one thousand eight hundred and sixty-two.

71 DISTRICT OF NEW YORK, *Port of New York:*

Oath on obtaining a new license for a vessel.

I, John Simonson, do solemnly swear that I am a citizen of the United States, and that the license for the sch'r Almira Cornelius shall not be used for any other vessel, or any other employment than that for which it is specially granted, or in any other trade or business whereby the revenue of the United States may be defrauded.

JOHN SIMONSON.

Sworn to before me this 14th day of June, 1862.

W. CALHOUN, *D'y Collector.*

[SEAL.]

J. VACUM, *Naval Officer.*

72 (H. F.—No. 3ª.)

I, John Simonson, master and owner of the schooner Elmira Cornelius, of New York, do hereby under oath declare and make the following statement, viz: That the said vessel under my command left the city of New York on or about the twentieth day of June last, (the said vessel being then tight, staunch, strong, and in every way sea-worthy,) for the port of Port Royal, South Carolina, then having on board a cargo of general assortment consigned to Vandyke at said Port Royal. After a pleasant and prosperous voyage we arrived safely and in good condition at Port Royal about the first of July past, when we came to anchor at the usual place of anchorage for merchant ships in said harbor. The consignee failing to arrive, and there being no one present to represent him, we have continued at our anchorage without breaking cargo to the present time;

when the consignee arriving, we are by him ordered to return to the said port of New York with the original cargoes brought out.

I further state that since being at this port, *at ti* to the first part of August, the said vessel continued to remain tight, when about which time she commenced leaking, which said leak has increased until the present time, when
73 she is now leaking at the rate of (300) three hundred strokes per hour, and is daily increasing. Further, that I have reason to believe the same leak to be caused by the action of the *worms* upon the bottom of the vessel, which is of wood, and could not have happened but for the unusual delay of the vessel at this port, caused by the non-arrival of the consignee, or, in his absence, by any provision being made by him, or his order, for the discharge of said cargo; against which I now make protest, and ask that the same be made a matter of record and open for extension.

Dated at Port Royal, Oct. 10, 1862.

JOHN SIMONSON,
Master of Schooner Elmira Cornelius.

CUSTOM-HOUSE,
Port Royal, S. C., Oct. 10, '62.

Sworn and subscribed to before me.

J. T. GLEASON,
D'y Collector.

74 I hereby certify that there is not at this time residing at this port or vicinity any person commiss'd as notary public.

J. T. GLEASON,
[SEAL.] *Dep. Collector.*

75 (H. F.—No. 5ª.)

SEPT. 24th, '62.

Capt. JOHN SIMONSON:

DEAR SIR: Yours of the 18th inst. was duly received, and am instructed to say by the owner, who is now in New York, that he will be with you as soon as possible; he is unable to come by steamer, and will come by sailing vessel as soon as one can be found.

I write you by the steamer Erikson, which sailed on Saturday last, the 20th, giving you the above information, and that is, hold on until he arrives.

I remain yours, &c.,

A. MUIR.

Manifest of the cargo on board the Elmira Cornelius, John Simonson, master, burden ninety-five tons, bound from New York for Port Royal, S. C.

Marks and Nos.	No. of entries.	Packages and contents.	Shippers.	Residence.	Consignors.	Residence.
V. D	1	One hundred and twenty boxes soap	J. C. Hull & Sons	New York	Order	Port Royal.
[V] D	2	Two cases felt hats	O'Connor & Downs	do	do	Do.
[V] D. 1|23	3	Twenty-three cases paper	Ames & Barnes	do	do	Do.
B. H	4	Two cases paper	do	do	do	Do.
B. H	5	Five bands paper	do	do	do	Do.
[A. M]	6	Sixteen cases and fourteen bands station	do	do	do	Do.
[V] D	7 2	15 boxes agricultural implements	J. T. Grant & Co	do	M. H. Vandyke	Do.
[V] D	8	5 boxes cotton cards	do	do	do	Do.
[V] D	9	5 boxes axes	do	do	do	Do.
[M.]	10	Thirteen packages butter	Leeds & Co	do	Order	Do.
	11	Fifty firkins lard	do	do	do	Do.
	12	Five tierces hams	do	do	do	Do.
	13	One hundred boxes soap	do	do	do	Do.
	14	One hundred boxes candles	do	do	do	Do.
	15	One hundred boxes starch	do	do	do	Do.
	16	Two hundred sacks spices	do	do	do	Do.
	17	Thirteen half-barrels pork	do	do	do	Do.
[V] D	18	Twenty-one p'ks butter	do	do	do	Do.
	19	Seventy-five kegs lard	do	do	do	Do.
	20	Five tierces hams	do	do	do	Do.
	21	Thirty-three boxes cheese	do	do	do	Do.
	22	Twenty-five sacks salt	do	do	do	Do.
	23	Thirteen half-barrels pork	do	do	do	Do.

77 (H. F.—No. 26.)

NEW YORK, *June 10th*, 1862.

Doct. H. Vandyke bo't of Leeds & Company, No. 236 Front street:

[V] D [V] D 21 kegs butter.

59	10	57½	10		
59	10	60	10		
59½	10	59½	10		
60	10	57½	10		
60½	10	55½	10		
59	10	57	10		
60	10	58	10		
57½	10	59	10		
61½	10	60	10	1,237½	
57½	10	60	10	231	
60	10		215	1,006½, at 21c	$211 37

5 casks hams.

28 hams	385	36			
27 "	382	35			
30 "	361	35	1,867		
26 "	389	32	172		
27 "	350	34	1,695, at 10c		169 50

25 sacks Ashton salt, at $2 15	53 75
13 half bbls. mess pork, at $7 50	97 50

23 boxes cheese.

405	325	405	375	486		
416	355	435	385	475		
395	345	385	416	344		
385	395	435	476	916		
385	385	385	486	119		
				797, at 9½c		75 72

10 cases navy cheese.

111	38	130	40		
128	42	120	36		
107	37	105	34	1,180	
122	38	132	39	380	
104	36	121	40	800 at 10c	80 00

75 kegs lard.

64	14	64	15	63	13	63	14	62	14	
65	14	65	15	64	13	65	16	67	14	
62	15	66	14	65	14	66	14	64	13	
65	14	65	14	63	14	63	13	66	14	
64	15	66	14	67	14	64	14	65	15	
65	14	63	14			63	14	63	13	
65	14	64	14	65	13	64	14	65	13	
64	15	66	14	64	13	63	14	64	14	
67	14	64	15	64	14	64	14	64	14	
65	14	63	15	65	14	64	15	63	15	
64	14	63	15	63	15	66	13	64	14	
66	15	65	13	63	14	64	14	64	15	
64	15	63	14	62	14	65	14	65	13	
65	13	63	13	61	14	62	13	67	14	
64	16	64	13	63	15	63	13	64	14, at 10½c	394 80
		4,815		64	15					
		1,055								
				3,760						

Cartage, 11 loads, at 3s	4 13
Insurance on $1,303, at 1½ pr. ct	19 55
	1,106 32

78 (H. F.—No. 27.)

NEW YORK, *June 11th*, 1862.

Dr. M. H. Vandyke bought of J. C. Hull's son, successor to Wager, Hull & Son, manufactory, Nos. 108, 110, 112, and 114 Cliff st.:

5 gross Castile soaps, at 5 50	$27 50
10 boxes variegated soaps, ¼ c 18, 180 at 13	23 40
10 do. do. do. ½ c 18, 180 at 13	23 40
10 do. do. do. ¼ s 18, 180 at 13	23 40
15 do. red and white soaps, ¼ c 18, 270 at 13	35 10
1 gross transparent soap	6 00
1 do. military shaving soap	6 00
11 do. honey soap, more, 5 00	55 00
1 do. brown Windsor soap	6 00
1 do. bitter almond soap	4 40
6 boxes Chas. & Bro.'s soap, 48 by 244, 144 c 10	14 40
1 gross army shaving soap	5 00
1 do. honey soap, large	9 00
2 do. palm soap	12 00
2 do. almond, ½ c 18, 36 at 13	4 68
	255 28
Less 5 p. c.	12 76
	242 52

Received payment.
J. C. HULL'S SON.
Per BROWN.

79 (H. F.—No. 28.)

JUNE 10TH, 1862.

Leeds & Company bo't of Berdsey & Wells:

20 boxes ground pepper, 20 lbs. each, in ¼ and ⅛ pound papers—400 lbs., 18 c	$72 00
12 boxes ground ginger, 20 lbs. each, in ¼ lb. papers—240 lbs., 16 c.	38 40
5 boxes 10 doz. tins mace, 6 lbs. each box—30 lbs., 75 c	22 50
5 boxes 10 doz. tins alspice, 6 lbs. each box—30 lbs., 16⅔ c	5 00
10 boxes 20 doz. tins cloves, 6 lbs. each box—60 lbs., 25 c	15 00
80 boxes ¼ lb. cans, 2 doz. ea., mustard, at $1 25 per box	100 00
5 boxes, 2 doz. ea., ¼ lb. cans cinnamon or cassia—10 doz., at $1 00 per doz	10 00
25 boxes, 10 lbs. each, cream tartar—250 lbs., 30 c. pound	75 00
20 boxes, 10 lbs. ea., sup. car. soda—200 lbs., at 6½ c	13 00
1 box nutmegs, 25 lbs., 75 c	18 75
25 boxes, 60 lbs. ea., saleratus, in 1 lb. papers—1,500 lbs., 6½ c	97 50
1 bag pepper, 80—2, 78 lbs., 17½ c	13 65
Cartage	1 25
	$482 05

80 (H. F.—No. 29.)

NEW YORK, *June 9th*, 1862.

Mr. M. H. Vandyke bought of O'Connor & Donovan, No. 170 South street:

43½ dozen soft hats, at $10 50 per doz..... $456 75

Rec'd pay't, by one-half cash and one-half note, at 4 months after date.

O'CONNOR & DONOVAN.

81 (H. F.—No. 30.)

NEW YORK, 6 *mo.* 6, 1862.

Mr. Vandyke bought of Bunting & Wade, 303 Pearl st., successors to Willet & Co., importers and dealers in American, German, and English hardware. Agents for old colony nails, shovels, spades, &c.; Field's cut tacks, brads, finishing nails, &c.; King's hay and manure forks, clinch nails, &c. Terms cash.

50 kegs nails.....				3½	$175 00
	15	15	20	5 p. c.	8 75
	4	8	10		166 25
C't'ge.....					88
					167 13

Rec'd pay't.

BUNTING & WADE.

82 (H. F.—No. 31.)

NEW YORK, *June 12th*, 1862.

Doct. Vandyke bought of C. Lockwood & Co., wholesale dealers in brooms, painted pails, wooden and willow ware, &c., Nos. 25 Fulton and 205 Water st. Terms net cash. A. W. Lockwood, J. S. Lockwood.

38 doz. brooms, 456, at 20 c.....	$91 20
37 doz. do. 444, at 16 c.....	71 04
Cartage.....	75
	162 99

Rec'd pay't.

J. T. GRANT & SON,

Per J. T. GOODWIN.

83 (H. F.—No. 32.)

NEW YORK, *June 11th*, 1862.

Mr. M. H. Vandyke bo't of Ames & Barnes:

1	40 reams blue r'd letter				
2	40	do.	do.		
3	40	do.	do.	232 r'ms, at $1 13.....	$262 16
4	56 reams white r'd letter				
5	56	do.	do.		
6	64	do.	do., Cold Spring	128 r'ms, at $1 50.....	192 00
7	64	do.	do. do.		

8	48 reams Tivoli blue laid cap } 96 r'ms, at $1 50			144 00
9	48 do. do. }			
10	96 reams Croton note, C. l'd, 90			86 40
11	50½ M dark buff l'd envelopes, 510 5c., 90		$45 45	
	Case, &c		1 00	
				46 45
12	44 reams Kent Mills 4to C. l'd, $1 50			66 50
13	75 lbs. London sup. red wax, 20, 70		52 52	
	15 " extra do. do., 20, 1		15 00	
	10 " do. do. do., 40, 1		10 00	
	Case		50	
				78 00
14	20⅝ reams extra super. plain legal cap, 12 lbs., $3 25		67 44	
	7½ do. broad bill cap, white, $2 50		18 75	
	Case		50	
				86 69
15	4½ reams broad bill cap, white laid, $2 50		11 25	
	14 do. long do., blue do., $2 50		35 00	
	4 gross Eagle pencils, $2 25		9 00	
	11 do. A. & B.'s do., $2		22 00	
	12 reams assorted note, $1 25		15 00	
	1 ream J. & H. note, chg'd in case ⅝, case		63	
				92 88
16	100 reams J. & H. note, $1 25			125 00
17	25 M envelopes, 517 n, $1 15		28 75	
	1 do. do., 515 P. O		1 20	
	Case		75	
				30 70
18	26 M envelopes, 515 P. O., $1 20		31 20	
	Case		75	
				31 95
19	50 reams assorted note, $1 25			62 50
84 20	32 do. white ruled cap, $1 50		48 00	
21	16 do. do. do. $1 50		24 00	
22	16 reams white ruled cap, $1 50		24 00	
23	56 do. Goodwin's do., $1 37½		77 00	
				173 00
	59 do. dark buff envelope paper, 18 lbs., $2 75		162 25	
	30½ do. do. do. 22 to 24 lbs., $3 50		106 75	
	2 cases and 5 bundles marked B. Hamilton, Port Royal, 2 cases.		2 00	
				271 00
				1,748 73
	Shipping			188 00
	Insurance, $1,920, at 2 pr. ct			38 40
				1,789 01
	Less ½ per cent. insurance			9 60
				1,779 41

Per schooner Elmira Cornelius.
Note.—32, H. F.

85 (H. F.—No. 34.)

Invoice of forty-four packages of stationery and wrapping paper shipped per schooner Elmira Cornelius, by Ames & Barnes, for ac't of Alex. Muir, esq.

[am]

1	4 reams pink blotting, 14 lbs., $3 75	$15 00	
	3 do. Moinier's C. l'd cap, $3 75	11 25	
	3 do. Pirces' broad B. l'd bill cap, $4	12 00	
	3 do. Joynson's long W. l'd bill cap, $4	12 00	
	1 do. Berkshire Mills, C. l'd letter	3 00	
	1 do. Massasoit do. do.	3 50	
	5 do. French note, 478–6, $1 50	7 50	
	3 do. do. Bath, 478–4, $2	6 00	
	3 do. do. do. 474–7, $1 25	3 75	

	3 do. do. do. do–6, $1 50	$4 50	
	2 do. do. do. do–4, $2	4 00	
	3 do. do. note, 476–8, $1 37½	4 13	
	½ chr. sets ivory dominoes, $8	4 00	
	½ grs. blotting pads, assorted, $7 50	3 75	
	½ do. do. 3 white, $7 50	3 75	
	3 do. Faber's tablet pencils, $3 50	10 50	
	½ do. De La Rues, 2 c. Mogul's etched gold, $39	19 50	
	6 do. Accome penholders, 50 cts	3 00	
	36 do. Bainbridge's pens, 303, brass boxes, 50	18 00	
	2 doz. Rhoads's knives, 2,158, $12	24 00	
	2 do. do. do. 2,243½, $13 50	27 00	
	Case, &c	1 25	
			$201 38
2	1 grs. blotting pads, 2 ass	7 50	
	3 reams Moinier's B. l'd letter, r'd, $3	9 00	
	3 do. Kent Mills, ex. super. B. l'd, p'ks first, r'd, $3 50	10 50	
	1 grs. Eagle playing cards	24 00	
	50 do. Perry's pens, 27 extra fine, $40	20 00	
	10 do. plain cedar wood penholders, $1 25	12 50	
	5 do. yellow wood penholders, $1	5 00	
	5 do. Wash'n Mead'n do. $1	5 00	
	2 do. Oliver's rubber-head pencils, r'd, $6	12 00	
	36 do. French pens, ¾ c., boxes, 50 cts	18 00	
	49 do. Mitchell's pens, $\frac{2}{4}$, 25 cts	12 25	
86	25 do. Sommervill's pens, 215, 30 cts	7 50	
	25 do. do. do. 289, 30 cts	7 50	
	2½ do. red pole lead pencils, $1 25	3 54	
	1 do. plain cedar do. $1	1 00	
	1 dozen boxes elastic bands, series 5, ex. strong	15 00	
	5¾ do. tuck mem. books, 22, $2 50	14 38	
	3 do. do. do. 3, $3 00	9 00	
	2 do. do. do. 4, $3 50	7 00	
	2 do. Russia pks. books, 130, $6 50	13 00	
	2 do. do. do. 140, $7 50	15 00	
	¼ do. pocket books, 12, $4 50	2 25	
	¼ do. do. 14, $5	2 50	
	¼ do. do. 18, $6 50	3 25	
	3 grs. Eagle pencils r'd gilt, 22, $3 75	11 25	
	¼ do. do. do. 4, $3 75	1 87	
	¼ do. do. do. 3, $3 75	1 88	
	1 do. do. tablets, 22, Henagon's best	4 25	
	1 do. do. do. r'd Mead'n	2 75	
	2 M Fr. envelopes, 6,254–1, $2	4 00	
	3⅜ dozen Congress propelling pencils, $2 25	8 25	
	½ grs. porcupine penholders, 2,090, $12	6 00	
	Case	1 25	
			278 17
3	1 M B. l'd Cong. office envelopes, 6,206–9, $3 75	3 75	
	2½ do. do. do. 6,206–8½, $3 50	8 75	
	2 do. C. wave, do. 3, $3	6 00	
	2 do. do. do. 1, $2 50	5 00	
	½ dozen Mead'n pad blotting, smooth spring, $7 50	3 75	
	1 do. Perry's do. do.	6 00	
	1 do. cap do.	4 50	
	1 do. do. do. glazed	3 00	
	1 do. pks. post do.	3 00	
	2 do. 800 do. glazed, $2 25	4 50	
87	1 dozen Fr. copy books, 400 pks., print	13 50	
	10 reams Fr. note, 41, 7 =	8 75	
	1 grs. carmine blue pencils	12 00	
	6 doz. packs playing cards, gilt edge, $4 50	27 00	
	1 do. Silliman's ink, 2 single	4 50	
	3 do. do. do. mechanic's, $1 75	5 25	
	6 do. do. do. school, No. 4, 62½ cts	3 75	
	5 lbs. white rubber, 87½ cts	4 38	
	6 dozen pks. inks, 3, $1	6 00	
	2 do. blotting rollers, $2	4 00	
	5 reams Amer'n tissue, ass., $2 25	11 25	
	3 dozen tuck mems., 222, 75 cts	5 .5	

	15 M toothpicks, $1			$15 00	
	Case			1 25	
					170 13
4	1 bx. Whitney's ink, large			9 00	
	½ do. Perry's	do., 47, $15		2 50	
	⅕ do. do.	do., 48, $12		2 00	
	⅕ do. do.	do., 50, $13 50		2 25	
	⅕ do. do.	do., 46, $1 50		2 50	
	1½ do. flat glass inks,	5 in., $4 75		7 13	
	2 do. do.	4 in., $3 25		6 50	
	1 do. do.	3 in		2 00	
	1 do. do.	3½ in		2 50	
	3 do. M. & Noy's ink, 2 oz., red, $1 50			4 50	
	1 do. Star bottom inks, 2			3 25	
	⅛ do. leather writing cases, 68, $1 25			42	
	⅙ do. do. do.	77, $2		33	
	6 M fr. envelopes, 6,258–1, $2			12 00	
	½ do. buff do.	5, $2		1 00	
	½ do. do. do.	6½, $3 50		1 75	
	1 do. note do			1 50	
	Case			1 00	
					62 13
88	5 60 reams Holyoke Mills C. l'd letter, $2 25				135 00
	6 50 do. ass. col'd note commercial, $1 25				62 50
7	80 do. Sussex Mills note, $1 25				100 00
8	12 gh. Spalding's glue, $1 25				15 00
9	1 grs. Maynard & Noy's cone ink				5 00
12	6 Rh. Conger & Field's writing fluid, $4 50				27 00
16	20 reams O & H. B. l'd cap, $2 50			50 00	
	20 do. do.	W. l'd cap, $2 50		50 00	
					100 00
17 44	4 bundles cap Manilla wrapping, 20 reams, at 30 cts			6 00	
	4 do. 16 × 22	do.	24 reams, at 60 cts	14 40	
	2 do. brown	do.	10 reams, at 65 cts	6 50	
	2 do. 16 × 22	do.	10 lbs., 10 reams, at $1	10 00	
	2 do. 20 × 30	do.	19 lbs., 6 reams, at $1 50	9 00	
	2 do. 20 × 30	do.	25 lbs., 6 reams, at $2 50	15 00	
	2 do. 22 × 32	do.	24 lbs., 8 reams, at $2 50	20 00	
	3 do. 22 × 32	do.	38 lbs., 6 reams, at $3 50	21 00	
	2 do. 24 × 36	do.	48 lbs., 6 reams, at $3	18 00	
	5 do. 30 × 40	do.	39 lbs., 10 reams, at $4 75	47 50	
					167 40
					1,323 71
	Shipping			1 63	
	Insurance, $1,456, at 2 pr. ct			29 12	
					30 75
					1,354 46
	Less ½ pr. ct. on insurance				7 28
					1,347 18

Per schooner Elmira Cornelius, for Port Royal.
New York, June 10, 1862.

89 (H. F.—No. 35.)

NEW YORK, *June 8th*, 1862.

M. H. Van Dyke bo't of Beattie & Brother:

241	2 4/12 dz. of ladies' black leghorn, untrimmed, $10 50				$24 50
242	2½ do.	brown	do.	$10 50	26 25
"	1 7/12 do.	do.	do.	$4 00	6 33
243	2 5/12 do.	assorted hats, trimmed, @10 50			25 37
	1⅔ dz. misses' braids, untrimmed, $6				7 00
590	5 dz. men's brown				
591	5 do.				
553	6 do.				

433	6	do.		
435	$3\frac{7}{12}$	do.	$25\frac{7}{12}$ dz., $5	$127 92
477	$5\frac{7}{12}$	dz. men's white		
476	6	do.		
569	6	do.		
571	6	do.		
572	6	do.		
574	6	do.		
575	$3\frac{A}{12}$	do.		
606	6	do.	45 dz., $5	225 00
				442 37

90 (H. F.—No. 36.)

NEW YORK, *June*, 1862.

Mr. E. V. A. Chichester bought of Christal & Donohue, proprietors of the National White Lead and Zinc Works:

	40 cases, $\frac{A}{25}$ ea. cans, pure Phil. lead, 8,000, at $6							$480 00
10	10 " $\frac{A}{25}$ " " Passaic zinc, 2,000, at $5 50							110 00
	5 bbls. yellow ochre				271			
					290			
					297			
					267			
					277			
					1,402, at 1 ct			14 02
	5 " Ven. red..	4	0	6	1	4		
		4	0	16	1	5		
		4	1	2	1	3	" " "	
		3	2	3	1	3	— — —	
		3	1	21	1	3	18 0 2, or 2,018 lbs., at 2 cts.	40 36
		19	1	20	1	1	18	
		1	1	18				
$\frac{1}{350}$	1 case, 8 c. 10 rms., ass., sand-paper, 16 cts							21 00
28	1 bbl. No. 1 glue				146			
					21			
					125, at 14 cts			17 50
24	1 " No. 2 "				151			
					22			
					129, at 12 cts			15 48
	3 " blue vitriol				474			
					467			
					391			
					1,332, at 10½ cts			139 86
X	3 cases, 112 ea., borax, 336, at 20 cts							67 20
	3 bbls. raw oil				43			
					40			
					45			
					128, at 85 cts			108 80
					44			
					45			
					89, at 91 cts			80 99
	2 " boil "				42			
					43			
					42½			
					43			
	5 " tanner's oil				39½			
					210, at 66 cts			138 60
	5 " putty, in blads				384			
					330			
					366			
					390			
					370			
					1,890, at 23½ cts			51 98

1 case chro. green, ast., 1 to 5, 100 at 18 cts		$18 00
1 " " yellow, ast., 1 to 5, 100, at 18 cts		18 00
5 " 164 verdigris, ast., 2 to 8, 820, 25 cts		205 00
1 " Prussian blue, ast., ½ 5 lbs., at 50 cts		25 00
50 boxes 8-10 glass, Amer. 4th Nt., at $1 65		82 50
23 " 10-12 glass, Amer. 4th } Nt., at $1 80		131 40
50 " 10-14 glass, Amer. 4th }		
25 cases, 4 cans, 5 gals., ca., kerosene oil, 500 gals., at 40 cts		200 00
Cartage		6 50
		1,972 19
Insurance on $320, on desk, at 7½ pr. ct	$24 00	
" C. & D. B	$1,680	
" Bunting & Wade's bill	167	
" A. Solomon's bill	248	
" Beattie & Bros	442	
	2,537	
10 pr. ct	253	
	2,790, at 1½ pr. ct. 41 85	
		65 85
		2,038 04

91 (H. F.—No. 37.)

NEW YORK, 13 *June*, 1862.

Mr. Van Dyke bought of Rich'd Richards, manufacturer and importer of needles, 1 May, 1861, 11 Maiden Lane:

50 doz. cotton, white, 14 to 50, 50	$25 00
Rec'd payment,	

RICH'D RICHARDS.

92 (H. F.—No. 38.)

NEW YORK, *June* 9, 1862.

Doct. M. H. Van Dyke bought J. T. Grant & Son, (successors to John C. Jones,) plow, agricultural implements, and machinery manufacturers, No. 31 Fulton street:

A. to J.	10 doz. southern grass cradles, 40, 10 cts	$360 00	
	Boxing do $1 50 pr. dz	15 00	
			$375 00
K.	5½ L. H. R. P. shovels, $10 50	57 75	
	Box	3 00	
			60 75
L.	5 D. H. S. P. shovels, $10 50	52 50	
	2 doz. L. H. R. P. shovels, $10 50	21 00	
	Box	3 00	
			76 50
M.	8 doz. L. H. R. P. shovels, $10 50	84 00	
	4 do. spades, $11	44 00	
	Box	3 00	
			131 00
N. to R.	5 pkges. 10 doz. axes, $10 50		105 00
	[Duplicate.]		
S.	10 doz. scythe snaths, $7 50	75 00	
	Box	5 50	
			80 50
T.	15 doz. scythe cs., $10	150 00	
	Box	2 50	
			152 50
U. V. W. X.	1 gross extra scythe stones		9 00

Y. Z. & A. A.	1 " 9-inch "	.....		$5 00
	1 " 10-inch "	.....		6 00
	Ctge			1 88
				1,003 13

[V.] D. Schr. Elmira Cornelius. Received payment June 13, '62.

J. T. GRANT & SON,
Per J. S. FAIRCHILD.

93 (H. F.—No. 39.)

This charter-party, indented, made, concluded, and agreed upon, this sixth day of June, in the year one thousand eight hundred and sixty-two, between John Simonson, master, and agent for himself and owners of the schooner or vessel called the Elmira Cornelius, of the burthen of ninety-five tons, or thereabouts, now lying in the harbor of New York, of the first part, and Marinus H. Van Dyke, of the second part, witnesseth, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned on the part of the said party of the second part to be kept and performed, has granted and to freight letten, and by these presents do grant and to freight let, unto the said party of the second part, the whole tonnage of the said vessel, except so much thereof as may be necessary for the accommodation of the officers and crew, and the stowage of provisions, water and fuel for the same, for a voyage from New York city to Port Royal, South Carolina, and back to New York.

And the said party of the first part doth hereby covenant and agree to and with the party of the second part, that the said vessel, in and during the said voyage, shall be made and kept to the best of his endeavors, and at his
94 own proper costs and charges, tight, staunch and strong, and sufficiently manned, provided, tackled and apparelled, with all things necessary for such a voyage.

And the said party of the second part, for and in consideration of the covenants and agreements aforesaid, doth hereby covenant and agree to and with the said party of the first part, to charter and hire the said vessel for the voyage aforesaid.

And that the said party of the second part will well and truly pay or cause to be paid unto the said party of the first part, for the charter or freight of the said vessel, for the voyage aforesaid, at the rate of six hundred and fifty dollars per month, to commence with the vessel being in berth and ready to receive cargo at the port of New York for the port of Port Royal, South Carolina, where the party of the second part has the privilege of ending and determining this charter-party, otherwise to continue in full force; and the party of the first part shall receive the sum of six hundred and fifty dollars if any period less than a month is consumed from New York to Port Royal and back again, or if
95 said party of the first part is discharged by the said party of the second part before the expiration of the month.

And for the true and faithful performance of all and singular the covenants and agreements herein before specified, the said parties hereby respectively bind themselves each unto the other, and also the said vessel and cargo, in the penal sum of ——— dollars.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

JOHN SIMONSON.
M. H. VAN DYKE.

Sealed and delivered in the presence of Richard Van Dyke, the original being witnessed by A. DeGroot.

RICHARD VAN DYKE.

Endorsed: Charter-party of schooner Elmira Cornelius to Port Royal.

96 (H. F.—No. 40.)

NEW YORK, *June 10th*, 1862.

Doct. Van Vandyke bought of Leeds & Company, commission merchants and dealers in butter, cheese, lard, pork, beef, hams, &c., No. 236 Front street:

M. V. D.	3 half bbls. of No. 1 mackerel, at $8 50					$25 50
	3 kegs leaf lard	64	15	194		
		64	13	42		
		66	14			
				152 at 10½		15 96
	3 hlf. bbls. clear pork, at $8 50					25 50
	3 cases navy cheese.					
		190	33	315		
		99	34	101		
		116	34			
				214, at 10		21 40
	Cartage, 3s					38
						88 74
	Insurance on $97, at 1½ pr. ct					1 45
						90 19

97 (H. F.—No. 41.)

NEW YORK, *June 10th*, 1862.

Mr. H. Van Dyke bo't of Christal & Donohue, proprietors of the National White Lead and Zinc Works, importers and dealers in paints, oils, varnishes, &c., &c., factory Brooklyn, L. I.; warehouse, 226 Pearl st., N. Y:

	84 boxes extract logwood, 1,016, 10 cts					$101 60
	1 do. 2s. 6d., Spanish fly, 15, 1 12½					17 19
	1 keg 3 f., cream tartar, 100, 45 cts					45 38
	1 bbl., 2 fc., Alex. senna, 62, 22 cts					13 89
	10 do. Epsom salts, 168 ea., 1,680, 2¾ cts					46 20
	1 cask Johnson's soda ash, test 49 pr. ct	12	0	16		
		1	1	16		
		10	3	0	1,204 lbs., 3½ for 48	38 41
	5 bbls. A 1 castor oil	40	1			
		42	1			
		41	1			
		39½	1			
		40½	1			
		203	5		198, $1 55	306 90
	25 kegs N. C. bi-carb. soda, 112 ea., 2,800, 5½ cts					154 00
	25 bbls. copperas, as pr. return, 8,912, 1½					133 68
	3 do. blue vitriol	455				
		460				
		558				
					1,473, 10½ cts	154 67
	15 do. alum, 300 ea., 4,500, 2¾ cts					123 75
	1 do. balsam copaiva, 112, 70 cts					78 80
1 bx. 2 p	2 gross tooth brushes, 284 per gross, $7 47					15 19
	1 do. do. 296, $9 77					9 77
	1½ dozen do. 298, $10 63					10 20
Marked I	1 case, 75 c. 50 lbs. calomel, 1 bbl., 50, $1					50 75
	50 do. blue mass, 1 bbl., 50, 60 cts					30 00
	25 dozen sulph. quinine, 25, $3					75 00
	10 lbs. opium, 10, $5 75					57 50
	1 keg 3s., 87 lbs. camphor, 87, 86 cts					75 20
	1 case best Madras indigo	299				
		73				
					226, $1 25	282 50

	1 box 5s., 3 jars 4s. ea., ammonia, 21 lbs. ea., 63, 22 cts		$15 99
	1 do. 2s. 6d., 25 jars, 1 lb. ea., iod. potassum, 25, $3		75 31
98	5 do. 25 lbs. ea., pow'd rhubarb, 125, 85 cts		106 25
	1 do. 25 " " ipecac, pow'd, 25, $3 25		81 25
	1 cask bleaching powder, 840, 4 cts		33 60
	7 cases, 48 ea., concentrated lye, 336, 14 cts		47 04
	5 boxes, 100 ea., sparables..... 1 ⅜, 2 ⅝, 1 ⅝, 1 ⅞ 500, 6 cts		30 00
	25 cases, 4 cans, 5 gals. ea., kerosene oil, 500, 40 cts		200 00
	2 bales, 20, shoe thread, 99 ea., 198, 45 cts		89 10
	2 do. 25, do. 99 ea., 198, 50 cts		99 00
	1 do. 30, do. 99, 60 cts		59 40
	1 box 2s., { 20¾ lbs. black sewing silk, / 5¼ do. mixed do. do. } 26, $6½		169 00
	Cartage		9 12
			2,835 49
	Insurance, kerosene oil on deck, $220, at 7½ pr. ct	$16 50	
	Do. C. & D. bill, $2,900 at 1½ pr. ct	43 00	
	Do. Grant's bill, $1,150, at 1½ pr. ct	17 25	
			77 25
			2,912 74

99 (H. F.—No. 42.)

NEW YORK, *May 31st*, 1862.

Mr. M. H. Van Dyke bought of J. Solomons:

	1 box	$0 75	
	23 stone hammers, 10 cts	2 30	
	6 wooden vices, $1 50	9 00	
	16 bench screws, $1	16 00	
			$28 05
	2 boxes	75	
	2 doz. 10-in. B. knobs, bbls. bolts, $1 25	2 50	
	3 " 9-in. " " 8s	3 00	
	3¾ " 8-in. " " 8s	3 75	
	2½ " 3-in. " " 50 cts	1 25	
	1 " 4-in. " tower bolts, 37 cts	37	
	1 " 5 in. " " 50 cts	50	
	3 " 6-in. " " 56 cts	1 68	
	3 " 7-in. " " 69 cts	2 07	
	4 " 8-in. " " 83 cts	3 32	
	1¾ " 4-in. square bolts, 44 cts	77	
	3 " 5-in. " 50 cts	1 50	
	3 " 6-in. " 56 cts	1 68	
	3 " 7-in. " 75 cts	2 25	
	3⅓ " 8-in. " $1	3 33	
	2½ " 10-in. " $1 12	3 25	
	1½ " 6-in. chain bolts, $2 25	2 06	
	1 " 8-in. " $2 75	2 75	
	1 " 10-in. " $3	3 00	
			39 78
	3 box	50	
	4 dz. spoke-shaves, $4	16 00	
	2 " cleavers, $3 50	7 00	
	4 dz. 4-in. shutter bolts, 37½ cts	1 50	
100	5 " 6-in. " " 62 cts	3 10	
	3 " 7-in. " " 75 cts	2 25	
	2½ " 8-in. " " 88 cts	2 19	
	2 " 10-in. " " $1 12	2 78	
			35 32
	4 box	50	
	3 dz. cabinet rasps, $4	12 00	
	8½ " taper files, 6-in., $1 30	12 75	

4 " " " 4-in., 75 cts	$3 00	
2 " try squares, $3 50	7 00	
39 gross hollow augers, $4	9 75	
1 stock and die	1 62	
½ doz. camp knives	3 00	
		$49 62
5 box	25	
500 yds. lace, ass'd, 2 cts	10 00	
40 pairs suspenders, 6 cts	2 70	
15 gro. buttons, 50 cts	7 50	
6 " " 12½ cts	75	
Lot hooks and eyes	1 50	
" sewing silk	2 00	
" shoe lacings	50	
1 M needles	2 00	
		27 20
6 box	1 00	
23 doz. axe handles, $1 50	34 50	
		35 50
7 box	50	
10 dz. axe handles, $1 50	15 00	
		15 50
8 box	50	
7½ dz. pick handles, $1 25	9 37	
		9 87
9 box	50	
5½ dz. pick handles, $1 25	6 87	
		7 37
		248 21

101 (H. F.—No. 43.)

NEW YORK, *June 11th*, 1862.

Mr. M. H. Van Dyke to Joseph Thorne, Dr.

To 1,000 needles $2,000

Rec'd payment,

JOSEPH THORNE.

102 *Bills of Lading.*

Shipped in good order and well-conditioned, by Christa & Donohue, on board the sch'r called the Elmyra Cornelius, whereof is master for this voyage, now lying at the port of New York, and bound for Port Royal, to say:

[V. D.] One hundred and thirty-three cases m'd'se;
Eighty-nine bbls. m'd'se;
One hundred and twenty-three boxes glass;
Two casks m'd'se;
Two half bbls. "
Eighty-eight boxes m'd'se;
Twenty-six kegs "
Five bales "

being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Port Royal, (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said with primage and average accustomed.

In witness whereof the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated at New York, the 10th day of June, 1863.

J. SIMONSON.

103 Shipped in good order and condition by Ames & Barnes, on board the sch'r called the Elmira Cornelius, whereof is master, now lying in the port of New York and bound for Port Royal, to say:

[A. M.] Sixteen cases stationery and twenty-eight bundles wrap'g paper, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the port of Port Royal, (the dangers of the seas and fire only excepted,) unto order or to their assigns, he or they paying freight for the said goods with primage and average accustomed. In witness whereof the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

1 to 44, both inclusive.

Dated New York, the 11th day of June, 1862.

J. SIMONSON.

104 Shipped in good order and well-conditioned, by J. C. Hull & Son, on board the schooner called the Elmira Cornelius, whereof J. Simonson is master, now lying in the port of New York, and bound for Port Royal, to say: One hundred and twenty-seven boxes soap, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the port of Port Royal, S. C., (the dangers of the seas only excepted,) unto or to assigns, he or they paying freight for the said with primage and average accustomed. In witnesss whereof the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

[V.]D [V.]D 127 boxes

Dated at New York, the 11th day of June, 1862.

J. SIMONSON.

105 Shipped in good order and condition, by Bunting & Wade, on board the schooner called the Elmira Cornelius, whereof is master for this voyage, now lying at the port of New York, and bound for Port Royal, to say: Fifty (50) kegs nails, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of (the dangers of the seas only excepted,) unto order or to order assigns, he or they paying freight for the said with primage and average accustomed. In witness whereof the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

[V.]D

Dated at New York, the 13th day of June, 1862.

J. SIMONSON.

106 Shipped in good order and well-conditioned. by Leeds & Company, on board the schooner called the Elmira Cornelius, whereof is master, now lying in the port of New York, and bound for Port Royal, to say:

Three boxes tea;
Three h'lf bbls. sugar;
Three " clear pork;

Three kegs lard;
[MVD] Three cases cheese;
Three half bbls. mackerel;

being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Port Royal, (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said merchandise with primage and average accustomed. In witness whereof the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated at New York, the 12th day of June, 1862.

J. SIMONSON.

107 Shipped in good order and well-conditioned, by Beatie Bros., on board the schooner called the Cornelius Elmira, whereof * is master, now lying at the port of New York, and bound for Port Royal, to say:

16 boxes straw hats, sixteen;
Seven boxes sundries;
One bundle thread;

being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Port Royal, (the dangers of the
[V] D seas only excepted,) unto order or to assigns, he or they paying freight for the said with primage and average accustomed. In witness whereof the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated at New York, the 13th day of June, 1862.

J. SIMONSON.

108 Shipped in good order and well-conditioned, by J. Connor & Domian, on board the schooner called the Elmira Cornelius, whereof John Simonson is master, now lying at the port of New York, and bound for Port Royal, S. C., to say: (2) two cases hats, being marked and numbered as in the
[V] D margin, and are to be delivered in the like order and condition at the port of Port Royal, S. C., (the dangers of the seas only excepted,) unto order or to the assigns, he or they paying freight for the said with primage and average accustomed. In witness whereof the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the other to stand void.

Dated in New York, the 9 day of June, 1862.

J. SIMONSON.

109 Shipped in good order and well-conditioned, by Leeds & Company, on board the schooner called the Elmira Cornelius, whereof is master, now lying at the port of New York, and bound for Port Royal, to say:

Twenty-one kegs butter;
Seventy-five kegs lard in five tierces hams;
Twenty-three boxes cheese in ten cases cheese;
Twenty-five sacks salt;
Thirteen half barrels pork;

being marked and numbered as in the margin, and are to be delivered
[V] D in the like good order and condition, at the aforesaid port of Port Royal, (the dangers of the seas only excepted,) unto order, or to assigns, he or they paying freight for the said merchandise, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in New York, the 12th day of June, 1862.

J. SIMONSON.

110 Shipped in good order and well-conditioned, by Leeds & Company, on board the schooner called the Elmira Cornelius, whereof is master, now lying at the port of New York, and bound for Port Royal, to say:

Eleven firkins and two kegs butter;
Fifty firkins lard; five tierces hams;
One hundred boxes soap; one hundred boxes candles;
One hundred boxes starch;
Thirteen half barrels pork;
Two hundred and eight boxes spices; one bag spice;

being marked and numbered as in the margin, and are to be delivered [M] in the like good order and condition, at the aforesaid port of Port Royal, (the dangers of the seas only excepted,) unto order, or to assigns, he or they paying freight for the said merchandise, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in New York, the 12th day of June, 1862.

J. SIMONSON.

111 Shipped in good order and well-conditioned, by Christal & Donohue, on board the schooner called the Elmira Cornelius, whereof is master for this voyage, now lying at the port of New York, and bound for Port Royal, to say:

One hundred and thirty-three cases m'dse;
Eighty-nine bbls. m'dse;
One hundred and twenty-three boxes glass;
Two casks m'dse;
Two hlf. bbls. "
Eighty-eight boxes m'dse.
Twenty-six kegs "
Five bales "

being marked and numbered as in the margin, and are to be delivered [V.D] in the like good order and condition, at the aforesaid port of Port Royal, (the dangers of the seas only excepted,) unto order, or to assigns, he or they they paying freight for the said with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in New York, the 11th day of June, 1862.

J. SIMONSON.

112 Shipped in good order and condition, by Ames & Barnes, on board the schooner called the Elmira Cornelius, whereof is master, now lying in the port of New York, and bound for Port Royal, to say:

Twenty-three cases of paper, &c., ‡ 1 to 23.
[V] D.
Two cases and five bundles paper.

B. HAMILTON, *Port Royal.*

[V] D ‡ 1 to 23 inclusive;

B. Hamilton, Port Royal, Two cases and five bundles paper.
‡ 3
No numbers.

being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the port of Port Royal, (the dangers of the seas only excepted,) unto M. H. Vandyke, or to his assigns, he or they paying freight for the said goods, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated New York, 11th day of June, 1862.

J. SIMONSON.

113 Shipped in good order and well-conditioned, by J. T. Grant & Son, on board the schooner called the Elmira Cornelius, whereof is master, now lying at the port of New York, and bound for Port Royal, S. C., to say: Twenty-five boxes mdse.; five boxes bottom *hords*, five packages each, containing two boxes axes; being marked and numbered as in the margin, and to be delivered in the like order and condition at the port of Port Royal, (the dangers of the seas only excepted,) unto M. H. Vandyke, or to his assigns, he or they paying freight for the said mdse., with primage and average accustomed.

E. E.
[V.] D.
Port Royal.

In witness whereof, the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in New York, the 11th day of June, 1862.

J. SIMONSON.

114 Shipped in good order and well-conditioned, by Cornelius Lockwood & Co., on board the steamer called the Elmira Cornel us, whereof is master, now lying at the port of New York, and bound for Port Royal, to say: Seventy-five dozen brooms; being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Port Royal, (the dangers of the seas and fire only excepted,) unto Dr. M. H. Vandyke, or to his assigns, he or they paying freight for the said goods, with primage and average accustomed.

[V.] D.

In witness whereof, the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in New York, the 13th day of June, 1862.

J. SIMONSON.

115 *Invoice merchandise shipped by Messrs. Leeds & Company, New York, per schooner Elmira Cornelius, bound for Port Royal, and to be sold on joint account as per agreement with Doct. H. Van Dyke.*

[M]	11 firk's 12 tubs butter.....			111	19				
				112	20				
				107	16				
				109	18				
				118	18				
				111	19				
				124	17				
				110	18				
				110	17				
				111	19				
				109	16				
				65	15				
				29	5				
					23				
						1,326			
						240			
						1,086, 20 cts			$217 20
	50 firk's lard	107	12	121	17	104	17	119	19
		121	17	120	19	105	16	125	17
		110	18	102	18	113	19	115	18
		104	17	110	17	106	17	108	20
		104	17	107	17	120	19	129	17
		116	18	100	16	120	20	126	19
		116	18	135	23	116	19	118	18
		115	18	116	20	117	19	109	20
		116	19	104	16	101	15	121	19
		119	19	130	20	121	18	112	20
		100	17	103	17	116	19	119	18
		112	18	114	18	101	17	137	19
		109	17	112	16			5,701	
								903	
								4,798 n't, 9¼ c.	443 81
	[Duplicate.]								
	5 t'cs hams—								
	29 hams	369	30						
	30 do.	380	35						
	27 do.	367	34						
	30 do.	391	37						
	29 do.	394	36						
				1,901					
				172					
				1,729	9¼ cts., 164				164 26
	60 boxes soap, 80 lbs. ea., 4,800, 7 cts								336 00
	40 do. do. 74 do. 2,960, 6 cts								177 60
	100 do. candles, 20 lbs. ea., 2,000, 18 cts								360 00
	13 half bbls. mess pork, $725								94 25
	100 boxes starch, 1,200 n't, 6s								78 00
	Kent Mill spices								482 00
	Cartage and loads, 3s								2 25
									2,355 92
	Insurance on $2,590, at 1½ pr. ct.....								38 85
									2,394 77

116 Afterwards, to wit, on the twenty-first day of November, A. D. 1862, proclamation is again openly made that if any one hath aught to say why the said schooner Elmira Cornelius, her tackle, apparel and furniture, and the cargo laden on board thereof, should not be condemned as forfeited for the causes in the said libel set forth, he may appear, and no person thereupon appears other than those who have already appeared.

And afterwards, to wit, on the said twenty-first day of November, A. D. 1862, Morton P. Henry, esquire, proctor and advocate, presents the affidavit of James Semple in relation to charts, which is allowed to be filed, subject to all legal exceptions, and is in the words and figures following:

117 SOUTHERN DISTRICT OF NEW YORK, *ss:*

——— ———, being duly sworn, says: That he was mate of the schooner Almira Cornelius, on her late voyage from New York to Port Royal, and on her voyage back to New York until her capture; that said vessel had on board at the time of capture by the United States officers the following charts: four or five charts, one each being a section of the coast or West Indies, belonging to deponent, and no chart except those on the papers so containing the coast or West India charts; in addition to this, the master had two charts or rolls, being general charts of the coast of the United States; that all such charts were on board when deponent and the crew left the vessel; that the nautical instruments on board were a quadrant, Blount's coast pilot, Bowditch's navigator; that deponent took the quadrant, navigator, and coast pilot, but has never had, or received, or seen said charts since leaving the vessel; that in such charts were marked the flats where the vessel went ashore, and with such charts it was easy to have kept off the flat, if desired.

JAS. SEMPLE.

Sworn to before me this 20th day of November, 1862.

[SEAL.] F. A. WILCOX,
Notary Public.

CITY AND COUNTY OF NEW YORK:

118 And afterwards, to wit, on the first day of December, A. D. 1863, the prize commissioner presents special report on the condition of the hull of said schooner, and the same being read, is ordered to be filed, and is in the words and figures following, to wit:

Sch'r Elmira Cornelius.

To the hon'ble John Cadwalader, judge of the district court of the U. S. for eastern dist. of Penn'a:

The undersigned respectfully presents, that attention being directed to condition of sch'r Elmira Cornelius, now on the screw dock at Kensington, said vessel has had my careful scrutiny. The state of the bottom is bad almost beyond description, being eaten with the worms—completely honey-combed—to such extent that the mystery seems to be how a vessel in such condition could float at all.

Few nautical men could be found willing to hazard life at sea in the Elmira Cornelius, if aware of her condition before leaving port, as appears to have been the case in the present instance.

From the examination above, I have no hesitation in saying that the condition of said sch'r Elmira Cornelius is such as to warrant the making all the water she appears to have had in her, and that there is not the slightest appearance of anything wrong, other than that occasioned by the worms.

Respectfully submitted.

JOHN H. YOUNG,
Prize Commissioner.

Philad., Nov. 29th, 1862.

119 Afterwards, to wit, on the twenty-ninth day of January, A. D. 1863, Morton P. Henry, esquire, a proctor and advocate of the said court, ap-

pears in said court, and presents the following claims to the cargo laden on board said schooner Elmira Cornelius:

Isaac Ames and John C. Barnes, trading as the firm of Ames & Barnes, for part of cargo; Edward V. A. Chichester, for part of cargo; James H. Leeds and Alexander Muir, trading as the firm of Leeds & Co., for part of cargo; J. T. Grant and —— Grant, trading as the firm of J. T. Grant & Son, for part of cargo; and M. H. Van Dyke, for part of cargo.

Which said claims being read, are in the words and figures following, to wit:

To the honorable —— Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania:

The claim of Isaac Ames and John C. Barnes, of the city of New York, composing the firm of Ames & Barnes, owners of the property, a list of which is hereto annexed, in a certain cause wherein the United States are libellants, and the schooner Elmira Cornelius and cargo is respondent, respectfully shows:

First. That the claimants, before and at the time of the alleged capture, were the true and only owners of the said property so set forth in the annexed list and proceeded against by the United States herein, and that no other person is entitled to the possession thereof; and that the said goods, if restored to these claimants, will belong to them, and that no other person or persons is or are the owners thereof, or interested therein.

120 Wherefore the claimants pray that the goods herein claimed may be delivered to them, with damages to them for the taking and detention thereof.

JOHN C. BARNES,
Of firm of Ames & Barnes.

Sworn to before me this 19th day of Jan., 1863.

[SEAL.] O. R. STEELE,
Notary Public.

121 UNITED STATES OF AMERICA,
Southern District of New York:

——— ———, of the city of New York, being duly sworn, says: That he is one of the claimants of the goods mentioned and set forth in the schedule hereto annexed, marked ——, and that the claimants were, at the time of the capture, and now are, the true and lawful owners of and entitled to the possession thereof; and that if the same are discharged herein, the claimants will be the owners and entitled to the delivery thereof to them; and if discharged, will belong to them and no other persons.

And deponent further says, that in the month of June last M. H. Vandyke, being in the city of New York purchasing goods for shipment to Port Royal, applied to deponent's firm therefor; that said Vandyke, not having the money to make such purchases, applied to deponent's firm to ship on their own account the goods mentioned in the said annexed schedule, with the privilege on the part of said Vandyke of purchasing the same.

That said Vandyke assured deponent that there would undoubtedly be a ready sale for said goods at Port Royal or Beaufort, and, from what deponent supposed he knew of those places, he deemed such statement correct, and made such shipment on such terms.

That ——— Chichester was appointed supercargo to look after the
122 interest of all concerned; and policies of insurance were procured on such goods, copies of which are annexed to the last oath of said Vandyke; that invoices were made out for said goods to said Vandyke for such amount as he could take; that the goods so sold under the agreement above stated were invoiced in the customary way to said Vandyke, but with no other intention

than to fix the *place*, and not to part with title; and that, in fact, the true condition of such goods and the title was as above stated. And deponent further says, that having heard from said Chichester and Vandyke, and that they could not sell said goods at Port Royal or Beaufort, and that the vessel would return to New York, the claimants caused insurance for the goods to be made for such return voyage to New York, the copies of which policies are annexed to the last oath of said Vandyke.

That such goods, on leaving said port of New York, were *bona fide* intended for Port Royal, and on their return were *bona fide* intended for New York, and that no evasion of the blockade was intended.

JOHN C. BARNES.

Sworn to before me this 19th day of January, 1863.

[SEAL.] O. R. STEELE,
Notary Public.

123 1 box Spaulding's glue, 12 doz.
9 boxes writing fluid, 17 doz.
1 case envelopes, paper, 58 reams.
1 case envelopes, 23 M.
1 case sealingwax.
1 case envelopes.
1 case note paper.
1 case note paper, 500 reams.
1 case foolscap paper, 48 reams.
1 case letter paper, 38 reams.
1 case note paper, 97 reams; 1 do.
1 case 50 ——; 1 do. foolscap, 47.
1 case note, 48½; 1 do. envelopes, 22.
1 case bell cap, 56; 1 do. letter, 55.
1 case paper; 1 do. envelopes, 26 M.
1 case foolscap, 16 reams; 1 do. paper, printing.
1 case paper.
1 case 83 G. inkstands, 3 china do., 3 doz. bottles red ink, 7,000 envelopes.
1 case 5 reams, 18 packages lead pencils, 24 reams paper, assorted.
1 case 54 reams letter paper.
1 case 14 8/12 doz. inkstands and stationery.
1 case letter paper, 64 reams.
1 case foolscap, 56 reams.
1 case foolscap, 32 reams.
1 case letter, 15½ reams.
1 case letter paper, 45 reams.
1 case foolscap, 34 reams.
1 case foolscap, (ass.)
1 case letter, 38 cap.
1 case loose note paper.

124 To the honorable —— Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania:

The claim of Edward V. A. Chichester, of Norwalk, Connecticut, owner of the property, a list of which is hereto annexed, in a certain cause, wherein the United States are libellants, and the schooner Elmira Cornelius and cargo is respondent, respectfully shows:

First. That the claimant, before and at the time of the alleged capture, was the true and only owner of the said property so set forth in the annexed list

and proceeded against by the United States herein; and that the said goods, if restored to the claimants, will belong to him, and no other person or persons is or are the owner thereof or interested therein.

EDWIN V. A. CHICHESTER.

Sworn to before me this 19th day of Jan., 1863.

[SEAL.] O. R. STEELE,
Notary Public.

125 UNITED STATES OF AMERICA,
Southern District of N. York, ss:

Edwin V. A. Chichester, of the city of Norwalk, being duly sworn, says: That he resides at Norwalk, in the State of Connecticut; that he is the owner of the goods mentioned and set forth in the schedule hereto annexed, and claimant thereof, and that the claimants were, at the time of the capture, and now are, the true and lawful owner, and entitled to the possession thereof, and that if the same are discharged, will belong to him and no other person or persons. And deponent further says, that in the month of June last Marinus H. Vandyke, being in the city of New York purchasing goods for shipment to Port Royal, applied to deponent to ship on board the vessel chartered by said Vandyke goods suitable to Port Royal market, and that deponent did so ship the goods set out in the annexed schedule. That said Vandyke assured deponent there would be a demand undoubtedly for such goods, as the port was just opened, and from that, and what deponent heard from others, he supposed such to be the fact. That the brother of deponent, Helon L. Chichester, was appointed supercargo to protect deponent's rights, and that of other shippers by the vessel, and insurance was made by Mess. Christal & Donohue to cover the goods so purchased and shipped by deponent; and the copies of the policies an-
126 nexed to said Donohue's affidavit are the ones under which deponent's goods were covered; that the title, and, as deponent alleges, the possession of said goods have always, until seized, remained in deponent, and no other person whatever is interested therein. That deponent having heard through Mr. Muir from said Vandyke and Chichester that the goods could not be sold, and the vessel was about to return, through said Muir again procured insurance on their goods by Christal & Donohue; that the goods so shipped by deponent were intended and destined for Port Royal and nowhere else, and when she left for New York were intended for New York and nowhere else; that the shipment was made and insurance obtained in good faith, with a stipulation in each case of an allowance for so arriving.

EDWIN V. A. CHICHESTER.

Sworn to before me this 19th day of Jan., 1863.

[SEAL.] O. R. STEELE,
Notary Public.

128 5 boxes c. potash, 70 lbs.
6 boxes powdered rhubarb, 23 lbs. each.
10 boxes zinc, 200 lbs. each.
40 boxes white lead, 200 lbs. each.
25 kegs s. carb. soda, 112 lbs. each.
2 barrels glue.
5 boxes verdigris, 164 lbs. each.
2 boxes chr. green, 100 lbs. each.
1 box Prussian blue, 50 lbs. each.
3 boxes refined borax.
1 case indigo.

49 kegs nails.
5 bbls. yellow ochre.
12 bbls. alum.
14 bbls. copperas.
2 casks blue stone.
6 casks copperas.
3 casks linseed oil.
1 bbl. oil.
90 boxes glass, assorted.
4 boxes shoe nails.
16 boxes straw hats, 938.
1½ barrels cream tartar.
1 bbl. camphor.
4 bbls. red ochre.
1 box bench screws, 16 iron screws.
9 hammer heads.
4 boxes axes and pick helves.
1 case sand-paper.
3 barrels putty.
14 bundles wrapping paper.
49 boxes.
1 cask rosin oil.
6 casks fish oil.

129 To the honorable ——— Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania:

The claim of James H. Leeds and Alexander Muir, of the city of New York, composing the firm of Leeds & Co., owners of the property, a list of which is hereto annexed, in a certain cause wherein the United States are libellants, and the schooner Elmira Cornelius and cargo is respondent, respectfully shows:

First. That the claimants, before and at the time of the alleged capture, were the true and only owners of the said property so set forth in the annexed list and proceeded against by the United States, and that the said goods, if restored to the claimants, will belong to him, and no other person or persons is or are the owners thereof or interested therein.

130 Wherefore the claimants pray that the goods herein claimed may be delivered to them, with damages to them for the taking and detention.

JAS. H. LEEDS.

Sworn to before me this 19th day of Jan., 1863.

[SEAL.] O. R. STEELE,
Notary Public.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

James H. Leeds, of the city of New York, being duly sworn, says: That he is one of the claimants of the goods mentioned and set forth in the schedule hereto annexed, and that the claimants were at the time of the capture, and now are, the true and lawful owners and entitled to possession thereof; and that if the same are discharged herein, the claimants will be the owners, and entitled to the delivery thereof to them; and if discharged, will belong to them and no other persons.

And deponent further says, that, in the month of June last, Marinus H. Vandyke, being in the city of New York purchasing goods for shipment to Port Royal, applied to deponent's firm therefor; that said Vandyke, not having the money to make such purchases, applied to deponent's firm to ship on

131 their own account the goods mentioned in the said annexed schedule, with the privilege on the part of said Vandyke of purchasing the same; that said Vandyke assured deponent that there would undoubtedly be a ready sale for said goods at Port Royal or Beaufort, and, from what deponent supposed he knew of those places, he deemed such statement correct, and made such shipment on such terms; that H. L. Chichester was appointed supercargo to look after the interest of all concerned, and policies of insurance were procured on such goods, copies of which are annexed to the last oath of said Vandyke; that the goods so sold under the agreement above stated were invoiced in the customary way to said Vandyke, but with no other intention than to fix the price and not to part with title, and that, in fact, the true condition of such goods and the title was as above stated. And deponent further says, that having heard from said Chichester and Vandyke that they could not sell said goods at Port Royal or Beaufort, and that the vessel would return to New York, the claimants caused insurance for the goods to be made for such return voyage to New York, copies of which policies are annexed to the last oath of said Vandyke; that such goods on leaving said port of New York were *bona fide* intended for Port Royal, and on their return were *bona fide* intended for New York, and that no evasion of the blockade was intended.

132 JAS. H. LEEDS.

Sworn to before me this 19th day of Jan., 1863.

[SEAL.] O. R. STEELE,
Notary Public.

133 10 sacks salt, ullage.
1 box nutmegs.
20 boxes ground pepper.
12 " " ginger.
72 " mustard.
24 " cream of tartar, 10 lbs. each.
19 " spices, assorted.
20 " S. carb. soda, 10 lbs. each.
24 " saleratus, 60 lbs. each.
2 " black tea.
100 " candles, 20 lbs. each.
98 boxes starch, 12 lbs. each.
94 " soap.
10 drums Goshen butter.
12 boxes navy cheese.
78 kegs lard.
50 firkins lard.
28½ barrels mess pork.
11 firkins butter.
19 kegs "
3½ barrels mackerel.
10 tierces ham.
1 bag pepper.

134 To the honorable ——— Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania:

The claim of J. T. Grant and ——— Grant, of the city of New York, composing the firm of J. T. Grant & Son, owners of the property, a list of which is hereto annexed, in a certain cause wherein the United States are libellants, and the schooner Elmira Cornelius and cargo is respondent, respectfully shows:

First. That the claimants, before and at the time of the alleged capture, were the true and only owners of the said property so set forth in the annexed list and proceeded against by the United States herein, and that no other person is entitled to the possession thereof; and that the said goods, if restored to the claimants, will belong to them and no other person, and that no other person or persons is or are the owners thereof or interested therein.

135 Wherefore, the claimants pray that the goods herein claimed may be delivered to them, with damages to them for the taking and detention thereof.

J. T. GRANT & SON.

Sworn to before me this —— day of Jan., 1863.

[SEAL.]

O. R. STEELE,
Notary Public.

136 UNITED STATES OF AMERICA,
Southern District of New York, ss:

—— Grant, of the city of New York, being duly sworn, says: That he is one of the claimants of the goods mentioned and set forth in the schedule hereto annexed, and that the claimants were at the time of the capture, and now are, the true and lawful owners of and entitled to the possession thereof; and that if the same are discharged herein the claimants will be the owners and entitled to the delivery thereof to them, and if discharged will belong to them and no other persons.

And deponent further says, that, in the month of June last, Marinus H. Vandyke, being in the city of New York purchasing goods for shipment to Port Royal, applied to deponent's firm therefor; that said Vandyke, not having the money to make such purchases, applied to deponent's firm to ship on their own account the goods mentioned in the said annexed schedule, with the privilege, on the part of said Vandyke, of purchasing the same; that said Vandyke assured deponent that there would undoubtedly be ready sale for said goods at Port Royal or Beaufort, and, from what deponent supposed he knew of those places, he deemed such statement correct, and made such shipment on such terms; that H. L. Chichester was appointed supercargo to look after

137 the interest of all concerned, and policies of insurance were procured on such goods, copies of which are annexed to the last oath of said Vandyke; that bills or invoices were made out for said goods to said Vandyke, stating the prices and the amount for which he might sell them on deponent's firm's account, but that, in fact, the true condition of such goods and the title was as above stated. And deponent further says, that having heard from said Chichester and Vandyke that they could not sell said goods at Port Royal or Beaufort, and that the vessel would return to New York, the claimants caused insurances for the goods to be made for such return voyage to New York; the copies of which policies are annexed to the last oath of said Vandyke.

That such goods on leaving said port of New York and on their return were *bona fide* intended for New York, and that no evasion of the blockade was intended.

That the goods shipped by deponent were covered by the policy of Christal & Donohue.

J. T. GRANT & SON.

Sworn to before me this 19th day of Jan., 1863.

[SEAL.]

O. R. STEELE,
Notary Public.

138 10 cases grain cradles.
66 doz. corn brooms.
1 box shovels, 12 doz.
Lot shovels.
1 box shovels, $5\frac{6}{12}$ doz.
1 box scythe sheaths.
1 box bottles.
1 box clea.
1 box files, knives, belts, &c.
8 boxes scythe stones.
10 boxes Hoyt's axes.
1 box grass scythes.

139 To the honorable ——— Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania:

The claim of Marinus H. Vandyke, of the city of New York, and owner of the property a list of which is hereto annexed, in a certain cause wherein the United States are libellants, against the schooner Elmira Cornelius and cargo, as respondent, respectfully shows:

First. The *claimant*, before and at the time of the alleged capture, *were* the true and only owner of the said property so set forth in the annexed list and proceeded against by the United States herein, and that no other person is entitled to the possession thereof; and that the said goods, if restored to the claimant, will belong to him, and no other person or persons is or are the owners thereof or interested therein.

140 Wherefore, the claimant prays that the goods herein claimed may be delivered to him, with damages to claimant for the taking and detention thereof.

M. H. VANDYKE.

Sworn to before me this 19th day of Jan., 1863.

[SEAL.] O. R. STEELE,
Notary Public.

141 UNITED STATES OF AMERICA,
Southern District of New York:

Marinus H. Vandyke, being duly sworn, says: That he is the claimant of the goods mentioned and set forth in the annexed claim; that this deponent is now, and was at the time thereof, the sole owner of the said goods and every part thereof, and that the same have at all times belonged to him, and if discharged will belong to him and to no other person.

And deponent further says, that, being in the city of New York in the month of June last, after the ports of Port Royal and Beaufort had been opened, and being well known in the said city of New York, he believed that such a cargo as that named in the manifest of this vessel would be salable and meet a ready market at Port Royal and Beaufort; that not having money enough to buy such cargo, he bought to the extent of his own means, being the goods mentioned and set forth in the schedule annexed to the claim; that by his representations he induced Alexander Muir, of the city of Brooklyn, New York, Leeds & Co., of the city of New York, J. T. Grant & Co., of the city of New York, Ames & Barnes, of the city of New York, and E. V. A. Chichester, of Norwalk, Connecticut, to make shipments with him, with the understanding and agreement that, if deponent should raise the money to pay therefor, said goods might be purchased by him, but that the same should still remain the property of
142 the shippers until paid for, and that Helon Chichester, brother of E. V.

A. Chichester aforesaid, was appointed supercargo, and to take care of the cargo and its proper disposal.

That after the vessel sailed, deponent was in New York, but could not raise the money for such goods, and the same still remained, and now remains, the property of the respective claimants; that the said goods were insured by several policies of insurance in solvent insurance companies in New York, copies of all which policies are hereto annexed, and marked respectfully.

That on deponent's arrival at Port Royal he found that a sale of said goods could not be effected, as no permits to land and sell them could be obtained; and deeming it best for all concerned, he, together with the supercargo, ordered the master to return to New York, and requested insurance on his own behalf to be made, and advised others to insure their goods, and that the policies of insurance, copies of which are annexed to the affidavit on file herein, were made on such goods from Port Royal to New York.

That the true intent and destination of said vessel, when she left New York, was Port Royal, and that the true and only destination of said vessel, on her sailing from Port Royal, was New York; and that all such insurances were made in good faith, and that the whole of the acts and doings were in good faith and without any intention or desire to run the blockade.

143 That said goods were shipped in good faith, supposing that there was and would be such a demand at Beaufort and Port Royal as would make the shipment profitable.

That deponent and said Chichester made every exertion to sell said goods at Port Royal and Beaufort, but the same being in the vessel and not open to sight, no sale could be obtained.

M. H. VAN DYKE.

Sworn to before me this 19th day of January, 1863.

[SEAL.] O. R. STEELE,
Notary Public.

144 Shoe thread.
2 boxes saponifeer.
1 box powdered ipecac.
1 box Spanish flies.
79 boxes extra logwood, 12 lbs. each.
28 boxes fancy soap.
52 boxes fancy soap.
1 box iodine potash.
5 boxes cotton cards.
25 boxes quinine.
10 lbs. opium.
50 lbs. calomel.
50 lbs. blue mass.
1 box C. ammonia, 63 lbs.
1 barrel Epsom salts.
1 case felt hats, 353.
1 case do. do., 30.
5 casks castor oil.

Which said claims being presented, are allowed to be filed, subject to all legal exceptions.

145 Afterwards, to wit, on the ninth day of May, A. D. 1863, Morton P. Henry, esquire, a proctor and advocate of the said court, appears in said court and presents the claim of Alexander Muir to part of cargo laden on board the said schooner Elmira Cornelius, and also presents the affidavits of—

Helon L. Chichester, James Semple, John G. Farrel, John P. Simonson, John Simonson, Jacob Barwood, Helon L. Chichester, John P. Simonson, John Simonson, jr., William Christal, Alexander Muir, Joseph W. Bardin, and Enoch Brooks.

And said claims and affidavits being read, are in the words and figures following, to wit:

146 To the honorable —— Cadwalader, judge of the district court of the United States for the eastern district of Pennsylvania:

The claim of Alexander Muir, of the city of New York, owner of the property, a list of which is hereto annexed, in a certain cause wherein the United States are libellants, and the schooner Elmira Cornelius and cargo is respondent, respectfully shows:

First. That the claimant was, before and at the time of the alleged capture, the true and only owner of said property so set forth in the annexed list and proceeded against by the United States herein, and that no other person is entitled to the possession of such goods; and that the said goods, if restored to this claimant, will belong to him, and that no other person or persons is or are the owners thereof or interested therein.

Wherefore, the *claimant* prays that the goods herein claimed may be delivered to *them*, with damage to claimants for the taking and detention thereof.

ALEXANDER MUIR.

147 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Alexander Muir, of the city of New York, being duly sworn, says: That he is the claimant of the goods mentioned and set forth in the schedule hereto annexed, marked ——, and that deponent was at time, and now is, the true and lawful owner, and entitled to the possession thereof; and that if the same are discharged herein, deponent will be the owner, and entitled to the delivery thereof to him.

And deponent further says, that, in the month of June, 1862, M. H. Vandyke, being in the city of New York purchasing goods for shipment to Port Royal, applied to deponent therefor; that said Vandyke, not having the money to make such purchases, applied to deponent to ship, on his own account, the goods mentioned in the said annexed schedule, with the privilege, on the part of said Vandyke, of selling the same on joint account; that said Vandyke assured deponent that there would undoubtedly be a ready sale for said goods at Port Royal or Beaufort, and, from what deponent supposed he knew of those places, he deemed such statement correct, and made the shipment on such terms.

That H. L. Chichester was appointed supercargo, to look after the interest of all concerned, and policies of insurance were procured on such goods, copies of which are annexed to the last oath of said Vandyke.

148 That the goods so sold, under the arrangement above stated, were invoiced in the customary way to said Vandyke, but with no other intention than to fix the price, and not to part with title, and that, in fact, the time condition of such goods and the title was as above stated.

And deponent further says, that, having heard from said Chichester and Vandyke that they could not sell said goods at Port Royal or Beaufort, and that the vessel would return to New York, deponent caused insurances of the goods to be made for such return voyage to New York, the copies of which policies are annexed to the test oath of said Vandyke.

That such goods, on leaving said port of New York, were *bona fide* intended for Port Royal, and on their return were *bona fide* intended for New York, and that no evasion of the blockade was intended.

ALEXANDER MUIR.

Sworn to before me this 7th day of Jan'y, 1863.

O. R. STEELE,
Notary Public, City and Co. of N. Y.

149 SOUTHERN DISTRICT OF NEW YORK, *ss:*

Solomon S. Simpson, George Leary, Howell Rockwell, Arch. M. Pentz, C. M. Benedict & Co., Theodore A. Morris, John Dougherty, and R. Bogard, of said district, each for himself, being duly sworn, says, that he is a merchant in the city of New York, and familiar with the course of trade therein; that he has read the foregoing claim and oath of Alexander Muir, and that the manner of the purchase and shipment therein stated is usual and customary.

SOLOMON S. SIMPSON,
56 *South st., N. York.*
GEORGE LEARY,
87 *Beaver st, N. Y.*
HOWELL ROCKWELL,
233 *and* 235 *Front st., N. Y.*
ARCH. M. PENTZ,
155 *South st., N. Y.*
C. M. BENEDICT & CO.,
287 *Front st., N. Y.*
THEODORE A. MORRIS,
99 *Pearl st.*
JOHN DOUGHERTY,
334 *Washington st.*
R. BOGARD,
79 *Beaver st.*

Sworn to before me this 17th day of April, 1863.

[SEAL.]

O. R. STEELE,
Notary Public.

150 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Alexander Muir, being duly sworn, says that the annexed, marked A, B, C, and D, are certificates of insurance, as stated in their contents, duly made on the cargo of the schooner Elmira Cornelius, and that the same was made in good faith and without any knowledge of any evil or disloyal intention on the part of the master or owner of said vessel or cargo; that the amount of the annexed policies or certificates, and those insurances made by Christal & Donohue, about covered the amount of the cargo, and were intended to cover the whole.

ALEXANDER MUIR.

Sworn to before me this 19th day of Jan'y, 1863.

[SEAL.]

O. R. STEELE,
Notary Public.

A.

151 OFFICE OF THE NEPTUNE INS. CO. OF THE CITY OF NEW YORK,
New York, Nov. 8, 1862.

We hereby certify that on the 13th day of June, 1862, this company insured an open policy, No. 3282, made for Leeds & Co., and dated March 1, 1862, by indorsement thereon thirty-nine hundred and ninety dollars, on provisions, &c., valued at ———, shipped on board the schooner Elmira Cornelius, at and from New York to Port Royal; loss, if any, payable to the order of Leeds & Co., on presentation of this certificate, and to be adjusted with the holders thereof in conformity to the conditions of said policy.

C. F. WEAKS, *Sec'ty.*

B.

152 OFFICE OF THE NEPTUNE INS. CO. OF THE CITY OF NEW YORK,
New York, November 8, 1862.

We hereby certify that on the 11th day of June, 1862, this company insured an open policy, No. 3669, made for Ames & Barnes, and dated January 2, 1862, by indorsement thereon thirty-three hundred and seventy-six dollars, for paper and stationery, free of particular average, valued at ———, shipped on board of schooner Elmira Cornelius, at and from New York to Port Royal; loss, if any, payable to the order of Ames & Barnes, on presentation of this certificate, and to be adjusted with the holder thereof in conformity to the conditions of said policy.

C. F. WEEKS, *Sec'ty.*

C.

153 OFFICE OF THE NEPTUNE INS. CO. OF THE CITY OF NEW YORK,
New York, Nov. 8, 1862.

We hereby certify that on the 20th day of October, 1862, this company insured an open policy, No. 3821, made for Leeds & Co., and dated March 1, 1862, by indorsement thereon thirty-nine hundred dollars, on provisions, &c., valued at ———, shipped on board of schooner Elmira Cornelius, at and from Port Royal to New York; loss, if any, payable to the order of Leeds & Co., on presentation of this certificate, and to be adjusted with the holders thereof in conformity with the conditions of said policy.

C. F. WEEKS, *Sec'ty.*

D.

154 OFFICE OF THE NEPTUNE INS. CO. OF THE CITY OF NEW YORK,
New York, Nov. 8, 1862.

We hereby certify that on the 20th day of October, 1862, this company insured an open policy, No. 3669, made for Ames & Barnes, and dated January 2, 1862, by indorsement thereon thirty-three hundred and seventy-six dollars, on stationery, free of particular average, valued at ———, shipped on board of schooner Elmira Cornelius, at and from Port Royal to New York; loss, if any, payable to the order of Ames & Barnes, on presentation of this certificate, and to be adjusted with the holders thereof in conformity with the conditions of said policy.

C. F. WEAKS, *Sec'ty.*

155 THE UNITED STATES
vs.
THE SCHOONER ELMIRA CORNELIUS. } D. C. U. S.—In admiralty.—Prize.

Helon L. Chichester, being duly sworn according to law, deposes and saith: I was employed by Dr. M. H. Vandyke to go to Port Royal as supercargo of the Elmira Cornelius. She took an assorted cargo. His instructions were to await his arrival. We lay at Port Royal from 1st of July to the 10th of October. The vessel's bottom became worm-eaten. We cleared from Port Royal, by his instructions, for New York on the 10th of October. He said the cargo had gone up in New York, and that he could do better with it than there at Port Royal; that there was no market except for a few articles there, and that it was not worth while breaking out the cargo for them. After we left Port Royal bar I went to sleep in the cabin. I do not know how long I slept. I was awakened by the captain calling all hands. I went on deck. The captain was steering. It was blowing pretty fresh. All were on deck at the pumps except the steward. He came on deck afterwards and went to the pumps. The steward and I went forward to see if we could not start the forward pumps. We found we could not do it; no water came. I then went to the after pumps. I continued pumping off and on all night. Two men
156 were kept at the pumps (the after pumps) at a time all night after I came on deck. I heard one of the men forward say the water was up to his knees in the forecastle. I heard the mate say we had better run for the blockaders and get some assistance. I saw them change the course. They had taken all sail off except the foresail. I heard the mate advise taking the said sail off her to get the strain off her, so as to prevent her leaking so badly. I was on deck until she run ashore, except for a half an hour when I was below. At daylight we were nearer to the land than the Restless. I am no judge of distances by water. I did not hear any shot. I was in the cabin when they said the bark fired. I did not hear the report of any gun. I saw nothing of any shot. We went into the bay, then across the channel until she fetched up on the bank. I heard the captain say he was going to put her ashore somewhere where he could get at the leak. This was in the morning. I heard him say so more than once. He said he was going to run her ashore somewhere so as to get at the leak, so as to save the cargo and vessel. There was over two thousand dollars due to the captain in the charter. Four hundred and fifty dollars had been paid him at different times on account. I heard the captain say to the mate that if he went to the blockader that they would take it all for salvage, and that there would be nothing left, and that he would put her ashore and save what he could himself. I can't say whether the mate
157 heard him. He is hard of hearing. I heard him say this after daylight in the morning. Nobody could have doubted, where the captain placed her ashore, that she could be reached by the boats of the Restless. There was a boat out after us when she went ashore. I heard the steward ask the captain if he should not put the topsail on. The captain said no; he had all the sail on he wanted to put her where he wanted to go. This was only a few minutes before we ran aground. I looked in the morning, and saw the vessel was half full of water. The cargo must have been very much injured. This was before she went ashore. I saw it several times. I could see the vessel's head had settled in the water. Shortly after daylight they put on the mainsail and jib. That was after we had approached the shore. I have no interest in the ship or cargo, except that my wages as supercargo are unpaid. I do not know whether or not that gives me any claim against the cargo. I never heard any one ever express any intention of running the blockade. I think every one on board that night thought she would sink. The intention was, as I thought, to save the ship and cargo, and also the lives of those on board. John

Simonson was the master during the voyage. James Semple was mate. One of the crew was named Henry Marshall; another, David Jackson. The steward's name was Sandford. The first thing the officer who came on board said, "What are you doing here?" The captain wanted to answer, but he would not hear. He drove us all down in the cabin. The boat's crew had
158 their bayonets fixed, and the officer had a musket himself. He said if we did not go he would shoot us. We had offered no resistance. There were no arms on board the vessel. After we got into the cabin the captain asked the officer to go forward with him and see what was the matter. We showed him the water in the cabin. He said we had scuttled her. The officer set some men to pumping after he came on board. After a second boat came they tried to get her off, but did not succeed. They set the men bailing in hold at the forward hatch. I saw a man in bailing the water. He was up to his knees. The schooner went ashore, I should judge, between seven and nine o'clock of the morning of the eleventh of October, 1862.

H. L. CHICHESTER.

Sworn to and subscribed before me this eleventh day of November, A. D. 1862.

CHAS. F. HEAZLETT, *U. S. Com.*

159 Helon L. Chichester, being duly sworn according to law, doth further depose and say: While we were lying at Port Royal, Captain Simonson became anxious about his vessel being detained there without discharging. He was anxious to get home on account of the state of his vessel. I heard him express impatience at the delay. He complained of there being no chance of disposing of the cargo there. I was to await instructions, and received none. When I went out I had orders to sell if the market would pay. I could not find a sale at paying prices. I had determined to sell on my own responsibility, but could not. I offered it on my own responsibility at several places. There were a number of stores at Port Royal. I offered part of my cargo there. One man offered me for paints and oils fifteen per cent. below the invoice price. I had some inquiry for the sale of the oil in small quantities by shipmasters, but I had refused to sell it that way. I had no facilities for retailing. About the first of September I told the captain that if I did not get instructions he might sail for New York on the fifteenth. None came by that day, but the winds were unfavorable. It was blowing from the northward all the while until a day or so before we left. The captain was at all times prepared to go when the wind should suit. The schooner was a small vessel of about ninety-five tons, and leaky. Mr. Vandyke came there, somewhere about the first of October, and told the captain he might sail for New York. He
160 told him so in my presence. He gave him one hundred dollars in treasury notes. I drew the receipt. I reported to Mr. Vandyke the impossibility of disposing of the cargo there. The captain sailed with the first southwardly wind. I heard the captain make a bet, the morning of the day we left, with the steward about the time he would make the passage to New York. The money was put up by the steward and the captain in Henry Marshall's hands. The captain also made a bet with Mr. Vandyke of a hat about the time of his passage. Both the bets were to be in New York by the twenty-second.

H. L. CHICHESTER.

Sworn and subscribed before me this 12th day of November, A. D. 1862.

CHAS. F. HEAZLETT, *U. S. Com.*

161 THE UNITED STATES
vs.
THE ELMIRA CORNELIUS AND CARGO. } D. C. U. S.—Admiralty.—Prize.

James Semple, being duly sworn according to law, deposeth and saith: I was mate of the schooner Elmira Cornelius at the time of her capture. I shipped at New York for a voyage to Port Royal. John Simonson was the master. We arrived at Port Royal about the first of July. We lay there until 10th of October. She commenced leaking about a month before we left there, increasing from day to day. The leak was caused by worms. I saw the cause of it when we cleaned her bottom. We sailed for New York. The captain told me we're going to New York. I had the first watch after passing Port Royal bar. We crossed the bar after dark. I should say we were over at about half past six o'clock. I steered east by north after crossing the bar for about an hour. I then steered northeast by east. I think the time I altered her course the light-ship bore southwest by west. The log-book will show it. I am not perfectly positive as to the bearing. I entered it on the log-slate at the time. We held the course east by north for six or eight miles after leaving the bar; after that we steered steady a northeast by east course until I went below at 12 o'clock. It was blowing pretty fresh, the schooner was making seven knots.

The leak increased directly after we crossed the bar. I kept the
162 man in my watch at the pump all the time. The pump never sucked. I turned out at half past three o'clock. When I came on deck she was still steering northeast by east. I was the navigator of the vessel; the captain depended upon me. I looked at the compass for that reason. Before I came on deck I saw, by a hole in the cabin, that the water was nearly up to the cabin floor. I helped to fix the two after pumps. I thought we seemed at first to gain on the water aft. The forward pump was choked. I then advocated running down towards the blockading squadron and getting assistance, and that we would be able to get her into New York. The other men said "twenty men could not take her into New York." The steward said twenty men could not take her into New York; one of the men said the water was over the floor in the forecastle. I went into the forecastle and found the water came over my boot-tops. Previously to my going into the forecastle, we had taken off the mainsail and jib, and were standing into the land under the foresail. We had some cargo on deck aft. Throwing that overboard would have done more harm than good, as she had a tendency to settle by the head, and throwing the deck cargo overboard would have put the vessel out of trim. The cargo on deck was stowed aft. At daylight we were southeast of Bull's island. The captain asked me if I could put her ashore in Bull's bay. I had the chart on deck. I told him I could. He told me to put her ashore in still water. I saw a flat marked on the chart. I placed her on shore on that by the captain's direction. The place I put her ashore was about two miles
163 from the main land. It was about high water, I judge, when I put her ashore. We saw the Restless at daylight. I think I had advised to run down to her or the vessel off Georgetown, and get her to take the cargo out of her. I said they might take him. He said he was not afra'd if they did take her. The Restless fired at us twice; the shots fell short. She sent a boat and took us after she was ashore. I mean the schooner. We could have gone three or four miles further up the channel toward Charleston, and could have outsailed the boat of the Restless in that direction. We could have kept her afloat some time longer in still water. I sailed her right across the channel to put her aground on the flats. When I advised the captain to run for the blockaders and claim assistance, I recollect the captain said they would take all for salvage, or something to the effect of that. We put on the

mainsail and jib when we got into shoal water; only part of the mainsail was hoisted; we never hauled it up taught. I mean, when we set it before going ashore, it was not taught up when we went ashore. The captain brought two colors on deck, one was the American flag, and the other his private color of the vessel; he set the American flag, union down, in the fore rigging as a signal of distress. This was before she went ashore. I was at the helm when she went ashore; I saw the captain go to the fore rigging and set it. When we run her ashore we were perfectly within reach of the boats of the Restless. I could not hear what was said by the officer who came on board. He seemed
164 to speak sharp to the captain. The men were armed with muskets, and I think he gave an order, and they cocked the muskets; the bayonets were fixed. We were unarmed and had offered no resistance.

On examining my deposition, I wish to say that I did not keep the man in my watch pumping all the time. I pumped part of the time myself. The pump did not suck while I was at it. We went ashore between 8 and 9 o'clock in the morning. The wind was southwest that morning.

JAS. SEMPLE.

Sworn to and subscribed before me this eleventh day of November, A. D. 1862.

CHAS. F. HEAZLETT, *U. S. Com.*

165 James Semple, being duly sworn according to law, doth further depose and say: The wind, for two weeks before we sailed from Port Royal, blew from the northward and eastward. We could not sail with the wind from that quarter. The schooner was flat-bottomed, and could not work to windward well. Other vessels which were at Port Royal while we were there went back to New York with part of their cargo unsold. The Spencer D. was one of those vessels. She took part of her cargo back in ballast. I know the captain made a bet with the steward that he would make the voyage to New York in twelve days. This was just before sailing. I bet the captain that the schooner William E. Liggett would not arrive before us. The Liggett sailed the same day.

JAS. SEMPLE.

Sworn to and subscribed before me this twelfth day of November, A. D. 1862.

CHAS. F. HEAZLETT, *U. S. Com.*

166 SOUTHERN DISTRICT OF NEW YORK, *ss:*

John G. Farrel, of New Haven, Conn., capt. of the schooner M. L. Wedmore: That deponent was with his said schooner M. L. Wedmore on Sunday morning, 26 and 27 of October, 1862, in Beaufort, N. C. That on Sunday, the 26, as near as deponent can recollect, the schooner Elmira Cornelius, in charge of a prize crew, and with some of her own crew on board, arrived at Beaufort leaking. Put in, as he supposed, for the stress of weather; and that said vessel got ashore in the sand while coming into said port of Beaufort.

JOHN G. FARREL.

Sworn to before me this 21st day of Nov. 1862.

F. A. WILCOX,
Notary Public, City and County of N. Y.

167 *The matter of the Elmira Cornelius and cargo.*

D. C. U. S. In admiralty. Prize.

John P. Simonson, being duly sworn according to law, deposes and says: I reside at Port Richmond, Staten Island. I am the father of John Simonson, the master of the Elmira Cornelius. I am well acquainted with his handwriting.

I received the letters hereto annexed from my son during his absence on a voyage to Port Royal. I believe they are all the letters I ever received from him while he was absent on that voyage. Each of the letters was addressed to me. I have not got the envelopes in which they came. They were all received through the post office. Some of them came within a few days after their dates. I believe all of them were received within two weeks after the dates at which they were written.

JOHN P. SIMONSON.

Sworn to and subscribed before me this 22d day of November, A. D. 1862.
CHAS. F. HEAZLETT, *U. S. Com.*

168 PORT ROYAL, HILTON HEAD, S. C.,
July 2, 1862.

DER FARTHER: I arrived in this port on the first of July, at five o'clock in the afternoon, after a long pashage on the way of 11 days, and all the time at sea; and all the fare whind whe had was one day and a half on the pashage from home. it was not verry rough oanly by times. i can't give you the perticklers of the pashage now. wher all whell at present, except the mate, and he has oanly got the chills everry other day. i never injoyed beter helth; but the wether is excedily whorme her mornings and close, and everry afternoon ther comes a stiff breas in from the sutherd, and coole. i hope thease few lines will find you all whell. the next leter I will let you now more about this plase.

I never went on shore tell this morning, and found out that ther was a steamer a going in one hour, and I dig not have time to look around much to see about what was going on ashore. the docktor is not her yet, and can't tell you when he will be her.

Yours sun,

JOHN SIMONSON.

169 HILTON HEAD, PORT ROYAL, S. C.,
July 29, 1862.

DER FARTHER: I was glad hear from you at home, and that you are all in good helth. i received Margaretta's leter July the 26. i am in good helth at present, and have not had one unwell day since i have bin hear, and thear is no sickness hear of eney account. i have bin hear now 28 days in this loansom port, and have not hird from the docktor but once, wich the young man that is with me received a leter from N. Y., that informed him that the docktor had bin sucksesfull in geten a pass from Fort Monrow hear; but i doan't think he has bin sucksesfull in geten by all the lines, for if he had he could of got hear befor now. i said that this is a loansom plase, and i think it is, for thear is no excitement hear, except to gow on shore and see Gineral Hunter drill nigars for the armey, and that is poor passtime; and what thay learn them to-day thay forget the next day, and i think after a few more unsucksesfull triles thay will give it oup as a bad job. if you saw all the nigers that comes hear, you would be astonished, and the government has to feead them all. Moast all of the captons that is hear talks about Hunter's works with the nigers. i begin to think that having nothing to doo is hard work in the end, for I well get so after a while i woant work when i am oblige to. it is verry bad hear for the schooner
on the account *on the account* of wormeing her. i have lyed her on the
170 beach wonce to clean her; but as the beach is so flat an the vessel to, it was a hard mater to get under her, and i never saw a vesel in a worse condishon in my life for the same leanght of time; her botum was in one solid crust of bonicles, and sum few worms i saw to. a vesel will foul oup hear in one weak's time if she has not got her botum painted well with vertigrease

or that paten coper paint on. i think i will ly her on the beach again this weak, if i can pick a good time and not much see on, for you know that it is not good four her helth to ly her on the beach with a cargow in an under tow a heaving in. i have saw Osker scence i have bin hear, and see him everry day. he is well, and looks harty a nuf. he is in a litel propeler, and i ges he is dooing verry well, for the work is light and good waiges—twenty D. per month.

Read this last—the black stuf i put on her was not worth haven, for the bonicles was worse on that than ency wares else. i soone will get out of stores, and then i will have to one hundred per sent profit hear. i wish the docktor would get along, which i think it is mity strange he doan't come. i will be satesfide if everrything is all right about the charter about lying hear so long. i have got compney hear now, and the time pases a litel beter; it is capt. Elis, the man i went with wonce. whe can get sum vedgibles hear from the nigers in the morning when thay cum in from the main land, which moast of them is stoalen goods. the young man that is with me I doan't like mutch; he
171 is mean a nuf.

The mail comes verry unreglier hear. i can't say wether i will be hear or not when you get this leter, but you can give me a return; and please Miss Margarettor to give me sum of the perticklers around home, for i and a geten home sick.

Respectibly, yours sun,

JOHN SIMONSON.

172 HILTON HEAD, PORT ROYAL, S. C.,
August 19, 1862.

DER FARTHER: I hardley no how to write to you, or what to say about maters concerning this detenshon hear. whe have recived a leter from Mr. Mure, N. Y., at the ofice whe took our charter from, which informs ous that the oaner of the cargo will be hear by the time whe recive his leter, or soon after. It has bin fore days now cence i recived the leter i write about, and nobodey has appeared yet in shape of an oaner. i sopose that the oaner is nobodey else but Docktor V. D. time pases verry teagis hear now. this day is extray cool hear, and the day befor so that a person mite ware a coat with cumfort; but ever cence Augist has com in the wether has bin exstreamley hot, so that it was not fit for a white person to be exposed out after ten o'clock in the morning tell fore in the eveing. i have plenty of cumpney hear now from home, and that i was glad to except of, you may sopose. Captain Gipson and Edmuns which thay make the time pass a litel liveler; but i should like to be on my way home in prefince to this plase with all its cumfurts, but as it is, i sopose i must make the best of it. i thort i mite stand the climet hear by haven nothing doo, but i begin to think that having nothing to doo is hard work hear, than plenty
173 of work at home. I expect to receive a leter from home on the mail that got hear August 14th, but was sadley disapointed. i sopose you have bin to see Mr. Mure, as i requested you to doo, but if you have not, it woan't make much diferance. people has a grait meney thorts hear about this cargow, and doan't say much. i hope that this leter will fiend you all in good helth at home, and injoying yourcelf. i am in the best of health at present. i should be verry glad to hear from you at home. as soon as you can mail a leter. give my best respects to all inquiring frends.

Moast truley yours sun,

JOHN SIMONSON.

To Capt. JOHN P. SIMONSON,
Port Richmond, Staten Island, N. J.

Osker is on his way home, and will be thear befor you recive this leter, as his vessel has had its discharg, and a grate meney mor will have thear discharge before long.

174 HILTON HEAD, PORT ROYAL, S. C.,
September 19, 1862.

DER FARTHER: This long detensh hear is quite anoying to me, and if you will please inquire into the matter a litel, and poast me onp by the next mail, i will be pleased to take your council. this lying hear is plaid outh with me. it is time that sumpthing was dun, and wat is dun must be dun soon, or i shall take it on myself too doo sumpthing. i have got to look out fore number one you know, for if I doan't get a dispach soon the vessel will all be wored oupp with the worms, which the schooner is now a leaken badley now from them cused things, and straining her by lying her on shore too clean her. i have mailed a leter to Mr. Muir, a 236 Frunt st., New York, to see if he could give me a dispach in sum way ore outher. You mite gow and see this gentleman, and see what he could tell you about maters. he has got all the controal of the business concerning this cargow. i beleive i have com to a conclushon to ly hear tell the first of the munth coming, and then clear for N. Y. i think i will wait for your leter eny how, if i have to clear her myself. i will have to enter a protest hear, and you must have yourself redey to clapp a detachment on the cargow, for if whe let things gow too far the cargow will probley slip out of our fingers, and then i may wisell for my frate; and anuther thing, i will soon be out of stors again, and no muney to by more with, and then i will be
175 in a nise fix. when you see Mr. Muir i should be very particklar bought you talk about this subject, so he woan't sopishon that you are gou to tack the cargow when the vesel gets in; that is, if sech a thing dus turn oup that whe have to doo sech business, i should get sum advise from sum person how to act on the mater. i have cept it still hear about the schoner a geten wormed and a leaking, sech things makes talk; and if the docktor doan't by her jest as soon as i get her home she must be soald. i will write to you now everry mail. you must excuse me for not writing to you sooner. the corse i was waiting to hear from the parteys, so i should no how to write to you. this man that is with me recived a leter from Mr. Muir, and it mounted to about the saime as the leter he received three weaks ago or more—that the docktor will soon be hear, and had ort to of bin hear before whe recived this leter; so i thort that storry was geten oald anupt. i was quite to hear from home, and that you are all in good helth.

I am in good helth, hoping that this leter will fiend you all the same. give my respects to all inquiring friends. Yours sun,

JOHN SIMONSON.

P. S.—When i leave hear i shall mail a leter to you, sow that it will reach home to you before i doo, and give you the pertickiers, and then will know how to act.

Received Magey's leter, &c.

176 HILTON HEAD, PORT ROYAL, S. C.,
October 10, 1862.

To JOHN P. SIMONSON:

DER FARTHER: The docktor has arived hear, and hass not cum to eney aringments with me about bying the schooner, and i have cleared for N. Y. to-day, and expect to leave to-day or to-morrow. the D. wanted me to doo sumpthing that did not agread with me, and then concented to let me clear for New York, and you can look out fore me by the 22 Oct. Capt. gibson left hear this morning for home, and if you see him he can let you know how he hass had the winds, and then you can judge whear i am. the schooner is still a gaining on her leak, but the whind has got around fair, and i am a gon to make the best of it. you can see what corse i must persue when i get home. if you

can meat me at the curnteen I whould much pleast, and give me sum corse to persue. i have entered a protest hear, and must get it extendit on my arivell home.

P. S. i am well at present, and hope you are all the same at home.

Yours sun,

JOHN SIMONSON.

177 U. S. SHIP VERMONT,
Port Royal, S. C., October 13, 1862.

DER FARTHER: I have the capton's promis that i am to take pashage on bord of the steamer Florida to-morrow for New York. that is serton and most likely. She will reach New York by the midel of the next weak, and i am most serton that she will stop at the brooklyn nave yard, N. Y. I have been promist evrry day that i was gon to be sent home the next day serton, but the next day has been a long time a cuming. I am verry tird of staying hear, and should be glad to get home, but I sopose that the robers that clames the schooner wants to keep me hear so I can't prove my case clear, and, if they can, get the schooner home and sell her and the cargo, and put the money in thear pockets. thay no that i will have a bad chance to take the law of the guverment. I sopose that it is no youse to doo eneything tell I get home. You mite fiend ouht whear thear is a goo marin lawyer, and when I get home I can explane maters to him. I could get sum verry goo prove of my inocence hear, if I was loud to goo on shore and get it, but I am denied everrything that will gow towards my inocence, and have got nobodey hear to help me doo anything; and all of the captons and lutenets club together and say I am gilty, becorse if thay doan't help this one, thay say that theas others woan't help them wen
178 thay get a case on hand. You can rely on my inocence. All I can say at present I hope that this leter will fiend you all in good helth at home. My helth is first-trate, but a litel down-harted. If I was gilty, I should not care a sent about it.

From your misyouesd sun,

JOHN SIMONSON.

197 ON BORD OF THE VERMONT U. S., *Oct. 18th*, 1862,
Port Royal Harbor, S. C.

DER FARTHER: I am sorry to have to write you this bad news as it came very unspecktiule to me after i left this port for home. When i was writing to you on the last day i was in this p. i thort as much as could be that i would be home by the time i spesifide in my leter to you, but was sadley disapointed in expecttayshons. I cleared on the 10th of Oct., and sailed on the saim day; cleared fore home; and the schooner was a leaking badley, and i thort that the leak whould not get worse; at ency rate, not get sow bad but what whe could keep her free till i reached home. i got ought off ove the bare all clear at nine o'clock in the evening, and was thinking that whe was gon to have a quick pashage home; and the schooner, after getting to see, and thear was quite a litell see on, and i spose that on the account of the see that it was on the corse of the increase one of her leak. From nine o'clock untill 12 o'clock whe had t keep the pump a gowing constent, and from 12 o'clock tell a quarter to three o'clock the whater gained on ous to three feat of whater in her forecastel, and then, you know, that it was time that sumpthing was done, and i gave orders to take in all sail except the foresail to see if that whould not ease her a litell, and then i kept her off to run fore sum assistans from sum sorse ore another, which i thort that i was sumwares off ove Charleston, and frome the time
180 i got the schooners sails in i was till brod daylight a geting into the land, and my first intenshon was to beacher eneywares i could get her to; and

as I came near to the land a thort came into my mind that if i rund her inside ove Bull's bay, ware the whater was smuth, i could be able to save her by leting the tide leave her dry, and then throw her cargow overbord and get the whater all ought ove her, and get her back to Port Royal again; and i could ove dun that eaysey anuff, for it was a good chance to doo that by the schooner a lying on a good mud botom; and as whe was a gowing around Bull's bay bluff, the schooner was fired at by the blockcaid off ove said plase, and i thort then that it was a pore time to heave too fore her and let her sink under me, for by the time i gott her on the beach she was mear decks too, and they had a boat on the way to me, and i had my culer in the rigin, younion down, a baigin assistans from somebodey, and soposed that the boat was gon to give me sum assistans; and as the boat got alongside of my vessel the officer orded his men all on deck, and told them to charge bainets on me and my crue, which I did not make know resistans, oanley baigin fore help, which my culer denoted in her rigon, but—

From yours sun, truley,

JOHN SIMONSON.

181 they did not take no more nodis ove it than a pirot whould on the high see, and if hour people woant take nodis ove hour culers when they are in a poshison denoting distress, i doant know hoo will doo it. they clamed the schooner as a prize, and me as a prisoner, and that what i am hear, but have got very good quarters as i can vish for as far as a prisner can expect. i doant see how that i am gon to luse all i have got in the world, under the saime sercumstances that compeld me to doo in my situashon i that i was, in which my leters that i sent to you shoes you that i did not intend to doo eney unlorfull act against the government. i hope that i can pruve my case clear when i get home, which i doant think that iney jurey will condem me. at all events, i am satisfide. i am write in all my acshons. in every way my papers are as wright as wright can be in everry respects, and i was wright in what i did to save life and property in dooing what i did doo, and in dooing what i did i did not intend to doo what thay accus me ove doing—that is, giving ade and cumfert to the enimey, so help me god. as i write this leter i am in good helth as far as eney sickness is concerned, and i hope that this leter will fiend you all the same. keep yourselves from greaven on this affar, all will be wright in a litell while again.

182 When i held in and maid the land i was 7 miles to the north off Charleston, and fetched in verry close to the plas whare i run her on shore. After you get this leter you may if please see what i can doo by council when i get home.

Excuse me fore not forming my leter beter than i have dun, becas i am all uppside down. i am not in youmer to doo eney thing at present. i shall feter them to the last to get the schooner back, and i doant eney thing in the way. they inform me that the schooner has bin got off and sent to philadelf. that is all at present.

JOHN SIMONSON.

183 U. S. SHIP-OF-WHORE VERMONT,
Port Royal Harbor, S. C., Oct. 23, '62.

DER FARTHER: I am held on bord of this ship as a prisner, but at large. i am informed that i am to bee shipt on board off ove this ship to the Massachusetts, and shall be delivered oupp to the merican council at the nave yard, Brooklyn, N. Y., &c. i sopose from thear i will have to go to Fort Lafayett, and will have to give bonns to have my liberty tell the time ove appearing too trile, and if you can make eney arraingments to see me at the navey yard on my arrivell, which the Massachusetts will leave hear one weak from this day, and then it will take a bout five day before i gett home, ore sooner, if no delay

on the pashage. time passis verry dull on this ship. doant lett this littell thing bother you eny; at eney rate i shant lett it werry me. i look at in this, that it was ordered so, and it had to cum forth. if i can gett home soon i think all will be well. i understand that the dosktor, as the owner of the cargow, has bin arested, and is on the way to New York in the same vesel that this leter cums ove. if he doant cume in that steamer, he will cum in the next. you must keep that leter i sent to you about lying a detachment on the cargow. thear is a grate batell being fort hear to day, and is said that the rebils has gott the best ove it to day. this battle is fort oupp a Port Royal Ferry, whear the
184 raleroad crosis, and i think will be sum hard fighting dun hear now for a cupel ove days now.

I am in good helth and spirits, and i hope that this leter will fiend you all in the same good helth. I will trust to Providence if i fetch oupp at Long Island or Fort Lafeelt.

Yours most truley sun,

JOHN SIMONSON.

185 SOUTHERN DISTRICT OF NEW YORK, *ss:*

John Simonson, being duly sworn, says: That he was master of the schooner Elmira Cornelius; that while deponent was with his said vessel at Port Royal, on the arrival of Mr. M. H. Vandyke, this deponent was asked by said Van Dyke to proceed with his vessel to New Orleans, as said charterer could not find sale of his cargo at said Port Royal; that as deponent knew the worms had already attacked his vessel, and that she leaked some, it would not do to go south further, and he refused to do so; and that is what he means when in speaking to his father in one of his letters that Dr. Van Dyke had proposed something that did not suit him; that, as he desired to sell his vessel on her return to New York, he did not want to prejudice her sale by stating all the facts.

And deponent further says, that before leaving New York, a true and perfect manifest was made of everything on board, and that the same truly set forth all the articles so on board. That before the shipment thereof inquiries were made at the custom-house to ascertain if there was any objection to shipping either of said articles, and all were passed as proper to be shipped, and that at that time all the manifest and cargoes were scrutinized closely.

186 That while said schooner lay at Port Royal, as aforesaid, she leaked over three hundred strokes an hour; that there were no means of repairing there; and as the leak was from worms, deponent supposed that she would leak no worse at sea, and he therefore started with a fair wind for the north; (if the vessel had staid there she would have been eaten up.) That for the first watch out, while deponent was on deck, the leak was, with all the sail he had set, increased, but not over one hundred strokes an hour; that he then turned in on the cabin floor, and, when he awoke, in three hours the leak had increased so as to keep the pumps continually going. That at this time he was too far from Port Royal, with the wind as it was, to hope to get back.

JOHN SIMONSON.

Sworn to before me Dec. 6th.

J. A. SHERMAN,
Notary Public for City & Co. of New York.

187 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Jacob Bar Wood, being duly sworn, says: That he has been a custom-house broker at the port of New York for the last twenty years, or thereabout. In June last deponent was applied to by Marinus H. Vandyke for information as

to a shipment of goods desired to be made to Port Royal, S. C. At that time the orders in relation to the clearance of such cargoes was continually changing, and deponent referred said Van Dyke to Deputy Collector Enhee, and went with him to said deputy, and there inquired as to the articles that could be so shipped, and what would be prohibited; and deponent remembers that said Van Dyke wanted to ship some steel and matches, which Mr. Enhee informed him were contraband, and could not be shipped. I also remember that Mr. Van Dyke was very particular in his inquiries as to what articles were prohibited, stating that he would like to be fully informed to prevent the possibility of his shipping anything forbidden by the government, and that it was his intention to comply strictly with the rules of government and of the custom-house. Deponent has known Mr. Van Dyke for many years, and has confidence in his integrity and loyalty. J. B. WOOD.

Sworn to before me this 7th day of Jan'y, 1863.

[SEAL.] O. R. STEELE,
Notary Public.

188 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Helon L. Chichester, being duly sworn, says: That the letters annexed, marked A, B, and C, are all that he has of letters sent to Muir by him, or from Mr. Muir to him. That all the papers belonging to deponent, which he kept, were on board the vessel when seized, and that deponent has no other papers or documents, and that the letters hereto annexed were those sent by deponent to Muir, and now obtained from him. That such letters were sent at the time of their respective dates.

That deponent was originally appointed as supercargo for the benefit of all concerned; that he has no written instructions, but was directed to go to Port Royal and try the market at that place; and, if an opportunity offered, to sell; and if not, await the arrival of Mr. Van Dyke. That the vessel originally was to go to Port Royal from New York, and which was her only destination when she left New York. That the cargo was directed to be insured when the vessel left Port Royal, and she was intended and destined for New York and nowhere else. That deponent is not a seafaring man, and did not know
189 whether it was feasible or not to get the vessel here, only from the captain's statement that deponent supposed that the vessel could get to New York, there being no place to repair at Port Royal, and the vessel would have been lost if she remained there. That deponent was present when Mr. Van Dyke asked the captain of the vessel to go to New Orleans; but that the captain declined for the reason that the vessel was not in condition to risk going so far, and where no repairs could be had.

Deponent says that when the vessel arrived at Port Royal, he tried the market there, and could not find sale for his goods; that other vessels had preceded him, and overstocked the market with some of the goods which deponent had for sale; and that deponent's other goods no sufficient demand existed for them, and that, from the situation of things, trade was more limited than was expected. Deponent continued to remain at Port Royal aforesaid, hoping that trade would open, but wrote home advising that it would be better to have the vessel return to New York; that this was written to Mr. Muir; and deponent still waited, hoping that there would be profitable trade, but that trade did not increase, and deponent wrote pressing to have Doctor Van Dyke come to Port Royal, so that he might see for himself the condition of the market there, and either sell at what he could get, or return to New York. That when
190 Doctor Van Dyke got to Port Royal he made inquiries for himself, and having found no sale at any profit could be made, exercised his own

judgment and determined to return to New York. That the fact of his intention to return was sent to New York by letter, with instructions to insure the merchandise so shipped. That such letter has been rec'd, and the said merchandise insured. H. L. CHICHESTER.

Sworn to before me this 17th day of April, 1862.

[SEAL.] F. A. WILCOX,
Notary Public, City & County of New York.

191 A.

PORT ROYAL, S. C., *July 27th*, 1862.

DEAR SIR: Your letter was rec'd in due course of mail, and this steamer will be the first chance for answering it that I have had. I have heard nothing from the doctor yet, and cannot see what has become of him. Cannot you inform me? He told me when I left him at the hotel that I was to wait here till I saw him, which I am trying to do. I can do nothing here with the cargo; and I am getting very anxious to get away from here. You and the doctor have the largest interest in her, and I wish you would consult with the doctor's brother and find out where he is. The expenses are amounting up very fast; have been nearly 2 months now, and from looks are apt to be a month more here. Please send the enclosed letter to my brother. There is so many vessels in here just now that no prices could be got for our stuff, and it is put up in too large packages and not of the right kind. It should have been preserved meats, &c. Hoping to hear from you soon,

I remain yours,

H. L. CHICHESTER.

A. MUIR, Esq.

192 And if the doctor's brother cannot tell where he is, can't think for the life of me what has become of him. The captain seems to think that if he should leave here without the doctor's orders, he would not be doing as his charter calls for and according to his instructions; and according to what the doctor told me he would be right. But I do not like this; it is getting tiresome and dull; no one here but soldiers and niggers. Let me here from you by next mail.

Yours, respectfully,

H. L. CHICHESTER.

193 B.

PORT ROYAL, *July 2d*, 1862.

DEAR SIR: Arrived here last night after a long passage, as you may imagine, by being till the 1st of July getting here; but head winds, &c., put us back. I have not been allowed to go ashore yet, but hope that the provost marshal will come off to-day and that I can get a pass so as to see what is going on. It is a small chance, I think, of doing anything in this port. All are well on board. Shall write you more at length when I see what can be done.

Yours, with respect,

H. L. CHICHESTER.

The doctor has not arrived yet as far as I know yet.

Mr. A. MUIR.

194 C.

PORT ROYAL, S. C., *Sept. 3d*, 1862.

DEAR SIR: Your last letter was rec'd in due course of mail, and I will say, in reply, that I have used my utmost endeavors to dispose of the cargo since I have

seen so little prospect of the owners arriving here, and the captain is now very much dissatisfied and would have left here on the first of the month; but I have prevailed on him to wait till the 15th of this month, and then he says he will leave anyway for New York. He complains about his vessel getting eat up by worms; but that I know nothing about, and care less. But this I am sorry to say has been a grand failure. If I had had done the way I proposed to do to the doct., I could probably have sold something when I first arrived here; but now that is all past; vessels leaving here every day, with all or near all of their cargo in, back for New York. I have missed writing you for the last mail, as I did not know of it in time. I shall try and see what I can do to-morrow at most any price that comes up that I think advisable to take.

Yours, respectfully,

H. L. CHICHESTER.

Mr. A. Muir.

195 U. S. district court for the eastern district of Pennsylvania.

THE UNITED STATES
vs.
THE ELMIRA CORNELIUS & CARGO. } Prize.

John P. Simonson, being further duly sworn, deposes and says, that after he received the letters from his son John, which are attached to the affidavit heretofore filed by him in this cause, he consulted counsel with reference to attaching the cargo of the Elmira Cornelius, for freight, when she should enter the port of New York on her return from Port Royal, and that he actually watched for the entrance of said vessel into said port five days at the quarantine grounds, below the city of New York, in October last, in the daily expectation that she would make her appearance, and prepared to attach her for said claim of his said son.

JOHN P. SIMONSON.

Sworn before me this 27 day of April, 1863.

JOHN V. GRIDLEY,
Notary Public, city of N. Y.

196 District court of the United States for the eastern district of Pennsylvania.

THE UNITED STATES
vs.
THE ELMIRA CORNELIUS & CARGO. } Prize.

John Simonson, jr., being further duly sworn, deposeth and saith, he is 24 years of age, and has been master of a vessel about three years; that since the filing of his affidavit in this cause, he has seen a copy of the examination of Daniel T. Sandford, herein; that the statements contained in such examination, so far as they purport to detail conversations between the said Sandford and deponent, are incorrect and in every particular false and untrue; that deponent never stated to said Sanford, or to any other person, on the morning they were going into Bull's bay, that it was his intention to run the blockade. On that morning this deponent was on deck the whole time attending to his duties, and any such conversation would probably have been overheard by all others on board. Nor did this deponent, on the morning of the capture of the Elmira Cornelius, tell said Sandford that Doctor Van Dyke offered him at Port Royal ten thousand dollars if he would run the blockade; nor did he say to said Sandford that he had from the first intended to run the blockade; nor did deponent,

at the times mentioned or at any other times, use words or expressions
197 to that effect, or from which any such meaning could be inferred. The

only offer made by said Van Dyke, at Port Royal, was for deponent to proceed to New Orleans, which deponent declined.

This deponent further denies that he ever stated to the mate that if he had been known to be right the morning he left Port Royal, he could have had five hundred dollars in his pocket, as set forth in said examination, or that he ever used words to that effect. Deponent remembers asking the mate if he could put the vessel ashore on the flats in Bull's bay, and the mate replied that he could, or words to that effect; but he has no recollection of any other part of the alleged conversation; but if any such conversation had occurred, it must have been heard by those on board of the vessel owing to the extreme deafness of the mate, which required anything said to him to be spoken in a very loud tone of voice.

CAPT. JOHN SIMONSON, JR.

Sworn before me this 27th day of April, 1863.

JOHN V. GRIEDLEY,
Notary Public, city of N. Y.

198 SOUTHERN DISTRICT OF NEW YORK, *ss*:

James Donohue, of the city of New York, one of the firm of Christal Donohue, of said district, merchants, being duly sworn, says, that in the month of June last this deponent's firm sold to M. H. Vandyke and to E. V. A. Chichester bills of goods amounting to the sum of about four thousand nine hundred and eighty-nine $\frac{83}{100}$ dollars in all; that all said goods were selected for, and, as deponent believed, were going to Port Royal, and said Vandyke so informed deponent.

That when the shipments were complete, deponent's firm received instructions from said Vandyke, Chichester, and others concerned, to insure the goods on board the schooner Elmira Cornelius to the amount of seven thousand six hundred and ten dollars, for a voyage from New York to Port Royal, which deponents firm did, that they supposed and believed that was the vessel's destination, and received orders to insure said goods for Port Royal and no-where else, and that said goods were insured for that voyage and no-where else; that the policies and memorandums of such insurances are hereto annexed and marked A and B. That after the arrival of said vessel at Port Royal, and on or about the 20th day of October, 1862, the deponents were requested by Mr. A. Muir, of the city of New York, who was interested in said cargo, to cause insurance to be
199 effected on said cargo for a voyage from Port Royal to New York, the vessel being then about to return and then supposed to have her way; that said order was in consequence of a letter which said Muir had received requesting the same to be done, and dated the second day of October, 1862, from Vandyke, who had purchased from deponents.

That at this time no notice or information of any capture or rumor thereof have reached New York, and said capture was wholly unknown here, and that before any such knowledge or rumor the insurance on said cargo, on its return voyage, was made in good faith, and that copies of such policies are annexed, contained in that already referred to. and that deponent or his firm had no knowledge or reason to believe that said vessel was not entirely seaworthy when said insurance was made.

That the premium on all said insurances have been paid.

WILLIAM CHRISTAL.

Sworn to before me this 1st day of May, 1863.

[SEAL.]

O. R. STEELE,
Notary Public, city and county of New York.

200 (7 cargo.) (No. 4088.)

("A.")

BY THE PACIFIC MUTUAL INSURANCE COMPANY.

Christal & Donohue, on account whom it may concern:

In case of loss to be paid to them.

Do make insurance, and cause ——— to be insured, lost or not lost, at and from ports and places to ports and places. Warranted by the assured free from loss or expense arising from capture, seizure, or detention, by or consequent upon the acts of any seceding or revolting State of this confederacy, upon all kinds of lawful goods and merchandise, laden or to be laden on board the good vessel or vessels ———, whereof is master for this present voyage ———, or whoever else shall go for master in the said vessel, or by whatever other name or names the said vessel, or the master thereof, is or shall be named or called.

Sum insured, $10,000.

No shipment to be considered as insured until approved and endorsed on this policy by this company.

Endorsements valued at the same, provided they do not vary from the cost more than 10 pr. cent, and the sound value at the port or place of destination is not to be deemed to exceed ten pr. ct. on the purchasing prices at the shipping port.

Beginning the adventures upon the said goods and merchandises from and immediately following the loading thereof on board of the said vessel at as aforesaid, and shall so continue and endure until the said goods and merchandises shall be safely landed as aforesaid. And it shall and may be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accident, without prejudice to this insurance. The said goods and merchandises, hereby insured, are valued at ———.

Touching the adventures and perils which the said Pacific Mutual Insurance Company is contented to bear, and takes upon itself in this voyage, they are of the seas, men-of-war, fires, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, reprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, or people, of what nation, condition or quality soever, barratry of the master and mariners, and all other perils, losses, and misfortunes, that have or shall come to the hurt, detriment, or damage of the said goods and merchandises, or any part thereof. And, in cases of any loss or misfortune, it shall be lawful and necessary to and for the assured, ——— factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said goods and merchandises, or any part thereof, without prejudice to this insurance; nor shall the acts of the insured or insurers, in recovering, saving, and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; to the charges whereof the said insurance company will contribute according to the rate and quantity of the sum herein insured; having been paid the consideration for this insurance, by the assured, or ——— assigns, at and after the rate of two pr. ct; the premiums on risks to be fixed at the time of endorsement, and such clauses to apply as the company may insert, as the risks are successively reported. Each package of dry goods and hardware costing fifty dollars and upwards, and each bill of other merchandise costing one hundred dollars and upwards, subject to separate average. Also, each three packages of boots,

Premium, $200	
Policy,	1 25
	201 25

shoes, and hats, in the order of invoice, separately insured, excepting on shipments to foreign ports, and also to American ports in the Pacific ocean.

And in case of loss, such loss to be paid in thirty days after proof of loss, and proof of interest in the said ———, (the amount of any note or notes given for premiums being first deducted;) but no partial loss or particular average shall in any case be paid, unless amounting to five pr. ct. Provided, always, and it is hereby further agreed, that if the said assured shall have made any other assurance upon the premises aforesaid, prior in date to this policy, then the said Pacific Mutual Insurance Company shall be answerable only for so much as the amount of such prior assurance may be deficient towards fully covering the premises hereby assured; and the said Pacific Mutual Insurance Company shall return the premium upon so much of the sum by them assured as they shall be, by such prior assurance, exonerated from. And in case of any insurance upon the said premises subsequent in date to this policy, the said Pacific Mutual Insurance Company shall, nevertheless, be answerable for the full extent of the sum by them subscribed hereto, without right to claim contribution from such subsequent assurers, and shall, accordingly, be entitled to retain the premium by them received, in the same manner as if no such subsequent assurance had been made. It is also agreed, that the property be warranted by the assured free from any charge, damage, or loss, which may arise in consequence of a seizure or detention, for or on account of any illicit or prohibited trade, or any trade in articles contraband of war.

Warranted not to abandon in case of capture, seizure, or detention, until after condemnation of the property insured, nor until ninety days after notice of said condemnation is given to this company. Also, warranted not to abandon in case of blockade, and free from any expense in consequence of capture, seizure, detention, or blockade; but, in the event of blockade, to be at liberty to proceed to an open port, and there end the voyage.

In witness whereof, the president or vice-president of the said Pacific Mutual Insurance Company hath hereunto subscribed his name, and the sum insured, and caused the same to be attested by their secretary, in New York, the nineteenth day of February, on thousand eight hundred and sixty-one.

Memorandum.—It is also agreed, that bar, bundle, rod, hoop, and sheet iron, wire of all kinds, tin plates, steel, madder, sumac, wicker-ware and willow (manufactured or otherwise,) salt, grain of all kinds, tobacco, Indian meal, fruits, (whether preserved or otherwise,) cheese, dry fish, vegetables and roots, rags, hempen yarn, bags, cotton bagging, and other articles used for bags or bagging, pleasure carriages, household furniture, skins and hides, musical instruments, looking-glasses, and all other articles that are perishable in their own nature, are warranted by the assured free from average, unless general;
201 hemp, tobacco stems, matting and cassia, except in boxes, free from average under twenty per ct., unless general; and sugar, flax, flaxseed, and bread, are warranted by the assured free from average under seven per ct., unless general; and coffee, in bags or bulk, pepper, in bags or bulk, and rice, free from average under ten per ct., unless general. Warranted by the insured free from damage or injury from dampness, change of flavor, or being spotted, discolored, musty or moulded, except caused by actual contact of sea-water with the articles damaged, occasioned by sea perils. In case of partial loss by sea damage to dry goods, cutlery, or other hardware, the loss shall be ascertained by a separation and sale of the portion only of the contents of the packages so damaged, and not otherwise; and the same practice shall obtain as to all other merchandise, as far as practicable. Not liable for leakage on molasses or other liquids, unless occasioned by stranding or collision with another vessel.

If the voyage aforesaid shall have been begun, and shall have terminated before the date of this policy, then there shall be no return of premium on account of such termination of the voyage.

In all cases of return of premium, in whole or in part, one-half per cent. upon the sum insured is to be retained by the assurers.

$10,000—ten thousand dollars.

WM. LECONEY, *V. President.*

BENJ. A. ONDERDONK, *Secretary.*

Additional, Mar. 28, '61, $10,000—ten thousand dollars. 2 p. c. as above. 200.

ALFRED EDWARDS, *President.*

W. K. SCHENCK, *Secretary.*

Additional, Nov. 6, '61, $10,000—ten thousand dollars. 2 p. c. as above. 200.

WM. LECONY, *V. President.*

BENJ. A. ONDERDONK, *Secretary.*

Additional, Dec. 17, '62, $10,000—ten thousand dollars. 2 p. c. as above. 200.

WM. LECONY, *V. President.*

BENJ. A. ONDERDONK, *Secretary.*

Add'l, Feb. 21, '61, 8,000—eight thousand dollars. 2½ p. c. as before, 200.

ALFRED EDWARDS, *Pres.*

BENJ. A. ONDERDONK, *Sec.*

Add'l, Mar. 28, '62, 8,000—eight thousand dollars. Prem. 25.

ALF. EDWARDS, *Pres.*

W. K. SCHENCK. *Sec'y.*

Add'l, April 28, '62, $10,000—ten thousand dollars. 2¼ p. c., 225.

ALFRED EDWARDS, *Pres.*

W. K. SCHENCK.

Add'l, Aug't 19, '62. Prem. 253 20.

W. LECONY, *Pres.*

W. K. SCHENCK, *V. Sec'y.*

Date.	Vessels.	From—	To—	Amt. ins.	Rate.	Amt. prem.	Remarks.
1861.							
Aug. 27	Schr. Prima Donna	N. Y.	San Francisco	$130	5	$6 50	
Sept. 30	Bg. Laura Russ	do.	Havana	300	4	12 00	Secession clause.
Oct. 2	do	do	do	300	2½	7 50	
28	Bg. Beatrice	do	Key West	260	3	7 80	
Nov. 5	N. T. Coo	do	Cleveland, O	260	2½	6 50	
7	do	do	do	300	2½	7 50	
13	do	do	do	180	1⅝	2 93	
15	Sc. Cabot	Boston	N. Y	2,500	½	12 50	10 per cent. avg.
23	Sc. Narragansett	N. Y.	Havana	400	4	16 00	Waiving secession clause.
"	do	do	Havana	400	2½	10 00	
"	Sc. Mary Martin	Boston	N. Y	7,000	½	52 50	10 per cent. avg. Saltpetre.
27	Bg. Wappo	N. Y.	Havana	400	4	16 00	Waiving secession clause.
"	do	do	do	400	2½	10 00	
Dec. 3	Bg. Spartan	do	Matanzas	800	2½	20 00	
5	do	do	do	300	2½	7 50	
10	Sch. J. L. Hale	do	San Francisco	800	5	40 00	
28	Br. Bg. St. Agnes	do	Matanzas	800	2¾	22 00	
30	Brem. Bg. Schiller	do	Havana	800	2½	20 00	
31	Bg. E. A. Chase	do	do	550	2½	13 75	
	do	do	do	550	4	22 00	Waiving secession clause.
1862.							
Jan. 30	Bg. A. C. Merryman	do	Key West	170	3	5 10	
Feb. 17	Sch. M. Rvans	London	N. Y.	2,173	3¾	81 49	Waiving secession clause.
18	Bg. Nahant	N. Y	Havana	800	2½	20 00	
"	Sc. Nautilus	do	Key West	275	3	8 25	
"	Bg. Nahant	do	Havanna	800	3½	28 00	Waiving secession clause.
27	Bg. Almoner	do	do	600	2½	15 00	
"	do	do	do	600	3½	21 00	Waiving secession clause.
"	Bg. J. E. Ward	do	Matanzas	800	2½	20 00	
"	do	do	do	800	3½	28 00	Waiving secession clause.
March 8	Sch. Adriatic	London	N. Y	2,182	2½	54 55	
20	Bg. Anna	N. Y	Key West via Tortugas	290	3½	9 42	
27	Sch. Guy Mannering	London	N. Y	3,427	3½	119 94	Waiving secession clause.

203 Date.	Vessels.	From—	To—	Amt. ins.	Rate.	Amt. prem.	Remarks.
1862.							
March 31	Bg. H. Thornton	N. Y	Havana	$650	2	$13 00	
April 1	do	do	do	650	3½	22 75	Waiving secession clause.
April 4	Bg. E. N. Chase	do	do	600	2	12 00	
"	do	do	do	600	3½	21 00	Waiving secession clause.
10	Bg. Pearless	do	Matanzas	0	3		do.
"	do	do	do	1,100	2	22 00	
14	Sch. Christiana	London	N. Y	2,134	3	64 02	Waiving secession clause.
"	Sch. Emeline	N. Y	Key West	190	2	3 80	
28	Bg. Valant	do	Matanzas	150	2	3 00	
30	Sch. Pat. Henry	London	N. Y	3,586	2½	89 65	Waiving secession clause.
May 2	Sch. Statesman	Baltimore	N. Y	70	1½	1 05	Waiving secession clause.
"	Bg. Mountain Eagle	N. Y	Key West	140	2	2 80	
9	Sch. Amazon	London	N. Y	5,891	2	117 82	Waiving secession clause.
17	G. W. Davis	N. Y	Toledo	180	¾	1 35	
26	Philina	do	Key West	135	2	2 70	
June 2	Sh. Southampton	London	N. Y	3,580	2	71 60	Waiving secession clause.
10	Sh. Elmyra Cornelius	N. Y	Port Royal, S. C	4,050	2	81 00	To ret. ½ per cent. if no loss is claimed.
11	Bg. Rit. Aller	do	Key West	140	2	2 80	
13	Sch. Elmyra Cornelius	do	Port Royal, S. C	220	7½	16 50	Acid on deck.
"	do	do	do	320	7½	24 00	
"	do	do	do	2,790	2	55 80	To ret. ½ per cent. if no claim is made.
						1,728 20	
					Policy	1 25	
				744 55	.....	$1,729 45	
				760 00	.....	1,476 25	
			Settled Aug. 19, 1863.	Add prem.	.....	$253 20	
204 1861.							
Feb. 20	Sch. Indiana	N. Y	N. O.	900	1¾	15 75	
"	Sch. R. R. Cuyler	do	Sav	20	½	10	
"	Sc. J. A. Stanley	do	Chas	220	½	3 30	
"	Sc. Marine	do	Wilmington	220	1	2 20	
22	Sc. Messenger	do	Mobile	450	2	9 00	
23	Sc. S. Price	do	Galveston	76	1¾	1 33	
25	Sc. J. M. Taylor	do	New Berne	180	1¼	2 25	

	26	Sc. A. M. Edwards	do	do	60	1¼	75	
	"	Sc. Isabel Alberts	do	Wilmington	120	1	1 20	
	"	Sc. H. P. Russel	do	Chas.	930	1½	13 95	
	"	Sc. Kanawha	do	Sav.	100	1	1 00	
	27	Sc. Kate Field	do	Galveston	0	1¾		
	"	Kanawha	do	Sav.	710	1	7 10	
	"	H. P. Russel	do	Chas	150	1½	2 25	
	"	Queen of the South	do	Mobile	190	2	3 80	
	28	do	do	do	380	2	7 60	
	"	Bg. M. J. Kimball	do	Key West	240	2	4 80	
	"	Bg. Sartelle	do	N. O.	0	1½		
	"	Sc. W. A. Ellis	do	Chas.	84	1½	1 25	
	"	Bg. Sartelle	do	N. O. Vicksburg	620	2½	15 50	
March	4	Bg. Empire	do	do	270	2½	6 75	
	7	Sc. C. Sanford	do	Galveston	44	1⅞	77	
	11	Sc. M. E. Parnelle	do	Wilmington	120	1¼	1 50	
	13	Sc. D. Townsend	do	Mobile	1,040	2	20 80	
	"	do	do	do	2,550	2	51 00	
	14	Sc. D. C. Hulse	Wilmington	N. Y.	450	1	4 50	
	"	Sc. D. Townsend	N. Y	Mobile	110	2	2 20	
		do	do	do	0	2		
	15	Str. R. R. Cuyler	do	Sav.	100	½	50	
	"	Bg. R. H. Gamble	do	Mobile	132	2	2 64	
		do	do	do	590	2	11 80	
		do	do	do	1,890	2	37 80	
March	20	Sch. Galena	do	N. O	105	1½	1 54	
	26	Str. North Carolina	do	Wilmington	80	⅝	50	
	27	Sc. Sea Bird	do	do	100	1	1 00	
	"	Sc. Galigo	do	Richmond	70	½	35	
	29	Sc. F. Burritt	do	New Berne	24	¼	30	
April	12	Sh. Starr King	do	San Francisco	2,000	3½	70 00	
	15	Sc. Narragansett	do	Key West	235	3	7 05	
	"	Bg. L. M. Stout	do	Balto				Cancelled May 2, '61.
	18	Str. Parkersburgh	do	Wilmington				Cancelled Aug. 13, '61.
May	14	E. R. R.	do	Toledo, O.	212	¾	1 59	
Aug.	13	Sc. D. C. Hulse	do	Key West	410	3	12 30	
	21	Sh. Bunker Hill	do	San Francisco	750	5	37 50	

Endorsed: Copy A. Feb. 19, 1861. Pacific Mutual Insurance Company. Christal & Donohue. P. Vessel or vessels. Cargo.

		$10,000 a per cent.	$200
		Policy	1 25
			$201 25
March 20, '61.	Additional $10,000	2	200
Nov. 6, '61.	Additional $10,000	2	200
Dec. 17, '61.	Additional $10,000	2	200
Feb'y 21, '61	8,000	2½	200
March 28, '61	8,000	prem	250
April 28, '62	800	2¼	225
Aug. 19		add'l prem	253 20
	66,000		1,729 45

Oct 2, 1862. Pay return premium as per agreement, on accounts endorsed here as follows:

June 10, '62.	Sc. Elmyra Cornelius,	40	50
" 13, '62.	" do	27	90
		68	40

½ p. $34 20.

Record 16, folio 4088.

205 (7 cargo.) (No. 4713.)

"B."

By the Pacific Mutual Insurance Company.

Christal & Donohue on account of whom it may concern.

In case of loss to be paid to them.

Sum insured, $10,000.

Do make insurance and cause to be insured, lost or not lost, at and from ports and places to ports and places, upon all kinds of lawful goods and merchandise, laden or to be laden on board the good vessel or vessels ——— whereof ———, is master for this present voyage, or whoever else shall go for master in the said vessel, or by whatever other name or names the said vessel, or the master thereof, is or shall be named or called.

No shipment to be considered as insured until approved and endorsed on this policy by this company.

Endorsements valued at the same, provided they do not vary from the cost more than 10 per ct., and the sound value at the port or place of destination is not to be deemed to exceed ten per ct. on the purchasing prices at the shipping port.

Beginning the adventure upon the said goods and merchandises from and immediately following the loading thereof, on board of the said vessel, at as aforesaid, and so shall continue and endure until the said goods and merchandise shall be safely landed at as aforesaid; and it shall and may be lawful for the said vessel, in her voyage, to proceed and sail to, touch and stay at, any ports or places, if thereunto obliged by stress of weather, or other unavoidable accident, without prejudice to this insurance. The said goods and merchandises hereby insured are valued at ———.

Touching the adventures and perils which the said Pacific Mutual Insurance Company is contented to bear, and takes upon itself in this voyage, they are of the seas, men-of-war, fires, enemies, pirates, rovers, thieves, jettisons, letters of mart and counter-mart, reprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, or people, of what nation, condition, or quality soever, barratry of the master and mariners, and all other perils, losses, and misfortunes, that have or shall come to the hurt, detriment, or damage of the said goods and merchandises, or any part thereof. And in case of any loss or misfortune, it

shall be lawful and necessary to and for the assured, ——— factors, servants, and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said goods and merchandises, or any part thereof, without prejudice to this insurance; nor shall the acts of the insured or insurers, in recovering, saving, and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; to the charges whereof the said insurance company will contribute according to the rate and quantity of the sum herein insured, having been paid the consideration for this insurance, by the assured, or ——— assigns, at and after the rate of two pr. ct., the premiums on risks to be fixed at the time of endorsement; and such clauses to apply as the company may insert, as the risks are successively reported. Each package of dry-goods and hardware costing fifty dollars and upwards, and each bill of other merchandise costing one hundred dollars and upwards, subject to separate average. Also each three packages of boots, shoes and hats, in the order of invoice, separately insured, excepting on shipments to foreign ports, and also to American ports in the Pacific ocean.

Premium, $200
Policy, 1 25
201 25

And in case of loss, such loss to be paid in thirty days after proof of loss and proof of interest in the said ———, (the amount of any note or notes given for premiums being first deducted,) but no partial loss or particular average shall in any case be paid, unless amounting to five pr. ct.: Provided always, and it is hereby further agreed, that if the said assured shall have made any other assurance upon the premises aforesaid, prior in date to this policy, then the said Pacific Mutual Insurance Company shall be answerable only for so much as the amount of such prior assurance may be deficient towards fully covering the premises hereby assured; and the said Pacific Mutual Insurance Company shall return the premium upon so much of the sum by them assured as they shall be by such prior assurance exonerated from. And in case of any insurance upon the said premises subsequent in date to this policy, the said Pacific Mutual Insurance Company shall, nevertheless, be answerable for the full extent of the sum by them subscribed hereto, without right to claim contribution from such subsequent assurers, and shall accordingly be entitled to retain the premium by them received in the same manner as if no such subsequent assurance had been made. It is also agreed, that the property be warranted by the assured free from any charge, damage, or loss, which may arise in consequence of a seizure or detention, for or on account of any illicit or prohibited trade, or any trade in articles contraband of war.

Warranted not to abandon in case of capture, seizure, or detention, until after condemnation of the property insured, nor until ninety days after notice of said condemnation is given to this company. Also warranted not to abandon in case of blockade, and free from any expense in consequence of capture, seizure, detention, or blockade, but in the event of blockade to be at liberty to proceed to an open port and there end the voyage.

In witness whereof, the president or vice-president of the said Pacific Mutual Insurance Company hath hereunto subscribed his name and the sum insured, and caused the same to be attested by their secretary, in New York, the thirteenth day of June, one thousand eight and sixty-two.

Memorandum.—It is also agreed, that bar, bundle, rod, hoop, and sheet iron, wire of all kinds, tin plates, steel, madder, sumac, wicker-ware and willow (manufactured or otherwise,) salt, grain of all kinds, tobacco, Indian meal, fruits, (whether preserved or otherwise,) cheese, dry fish, vegetables, and roots, rags, hempen yarn, bags, cotton bagging, and other articles used for bags and
206 bagging, pleasure carriages, household furniture, skins and hides, musical instruments, looking-glasses, and all other articles that are perishable in their own nature, are warranted by the assured free from average, unless general; hemp, tobacco stems, matting and cassia, except in boxes, free from

average under twenty per ct., unless general; and sugar, flax, flaxseed and bread, are warranted by the assured free from average under seven pr. ct., unless general; and coffee in bags or bulk, pepper in bags or bulk, and rice, free from average under ten pr., unless general. Warranted by the insured free from damage or injury from dampness, change of flavor, or being spotted, discolored, musty or mouldy, except caused by actual contact of sea-water with the articles damaged, occasioned by sea perils. In case of partial loss by sea damage to dry goods, cutlery or other hardware, the loss shall be ascertained by a separation and sale of the portion only of the contents of the packages so damaged, and not otherwise; and the same practice shall obtain as to all other merchandise, as far as practicable. Not liable for leakage on molasses or other liquids, unless occasioned by stranding or collision with another vessel.

If the voyage aforesaid shall have been begun, and shall have terminated before the date of this policy, then there shall be no return of premium on account of such termination of the voyage.

In all cases of return of premium, in whole or part, one-half pr. ct. upon the sum insured is to be retained by the assurers.

$10,000—ten thousand dollars.

Add'l, Sept. 22, '62, $20,000—twenty thousand dollars. 2½ p. c., 500.

Add'l, Oct. 21, '62, $5,000—five thousand dollars. Prem. 500.

Date.	Vessels.	From—	To—	Amt. ins.	Rate.	Amt. prem.	Remarks.
1862.							
Jan. 19	Sch. Elmyra Cornelius	N. Y	Port Royal	$230	1½		
"	Bg. S. P. Brown	do	Havana	550	1½		
24	Sc. Johanna Ward	do	Baltimore	40	1		
"	Bg. Wappo	do	Cardenas	200	2½		Waiving secession clause.
27	S. P. Brown	do	Havana	550	2		Do.
July 3	Bg. Geo. Thomas	do	Key West	370	2		
19	Sloop Harvest	Providence	N. Y	1,000	¼		
Aug. 12		N. O	do				Cancelled.
Aug. 22	Bg. Belle	N. Y	Havana	300	2		
"	do	do	do	300	2½		Waiving secession clause.
Sept. 13	Hancock	do	do	500	2		
"	do	do	do	500	3		Waiving secession clause.
22	Bk. S. James	N. O.	New York	1,400	3½		Do.
"	do	do	do	5,000	3½		Do.
28	Bk. Orchilla	N. Y.	Havana	400	4½		Do.
"	do	do	do	400	1½		
"	Schr. B. Watson	do	do	400	4½		Waiving secession clause.
"	do	do	do	400	1½		
Oct. 20	Elmyra Cornelius	Port Royal, S C	N. Y.	4,050	5		To ret. 2½ per cent. if no claim is made.
"	do	do	do	220	7½		On deck.
"	do	do	do	2,790	5		To ret. 2½ per cent. if no claim is made.
"	do	do	do	320	7½		On deck.
"	do	do	do	230	5		
Nov. 1	Bg. Chilton	N. Y.	Cardenas	375	1½		
"	do	do	do	375	4½		Waiving secession clause.
5	Sc. New York	Boston	N. Y.	1,200	½		
25	Bg. Judge Hathway	N. Y.	Havana	400	4½		Waiving secession clause.
"		do	do	400	1½		
"	Bg. Silver Oar	do	do	750	1½		
29	do	do	do	300	1½		
Dec. 4	Bg. Bachelor	do	Matanzas	1,900	1½		
8	Edmund	do	Havana	800	1½		
Dec. 10	Bg. Anna	N. O.	N. Y.	150	5½		Waiving secession clause.
12	Sch. Lydia	N. Y.	Key West	150	2½		
17	E. Z	do	N. O.	980	5½		Waiving secession clause.
"	do	do	do	980	5½		

1881

Endorsed: Copy B. June 13, 1862. Pacific Mutual Insurance Company. Christal & Donohue. P. Vessel or vessels. Cargo.
$10,000, *a* 2 per cent., $200
Policy, 1 25

201 25

Sept. 22, '62. Additional $20,000.....2 per cent.....500
Oct. 20, 1862. Additional $5,000.....add'l prem.....500
Record 18. Folio 4713.

209 SOUTHERN DISTRICT OF NEW YORK, *ss:*

Alexander Muir, of the city of New York, being duly sworn, says, that the letters marked A, B, and C, attached to the affidavit of Helon R. Chicester in this cause, are the only letters in existence, to the knowledge of deponent, from said Chicester to deponent, and are all letters from said vessel except the one from M. H. Van Dyke, stating the vessel was returning to New York, and on which the insurance home was effected; that that letter was used in notifying and requesting the persons who made the insurance to insure, and with the insurance companies; and that in such case, as it was of common interest to all shipping, the letter in passing around was lost, and that the above letters referred to are all that deponent now knows of. That he has no other in his possession, and cannot, on deponent searching, find any other.

That at the time of such insurance deponent did not know, nor did he have cause to believe, that said vessel was unseaworthy; that he understood from the letter attached to said Chicester's affidavit that the captain was afraid the worms would eat his vessel, but had no reasons to suppose that they had done so, or that she was in anywise injured by them.

ALEXANDER MUIR.

Sworn to before me this 2d day of May, 1863.

[SEAL.]

O. R. STEELE,
Notary Public.

210 STATE OF NEW JERSEY,
Monmouth County, ss:

Joseph W. Borden, of the township of Shrewsbury, in said county, being duly sworn, deposes and says, that he is a justice of the peace of said county; that he is well acquainted with Daniel S. Sanford, of Red Bank, New Jersey, and has been so acquainted with him for the last twenty years, and during all that time has known the general character and reputation of said Sanford for truth and veracity in the neighborhood where he resides; that such character and reputation now are, and for many years past have been, very bad, and, from such knowledge of his character and reputation, deponent would not believe said Sanford under oath.

Deponent further says, that said Sanford has several times been tried before deponent, as justice of the peace, and convicted of crimes and offences, and that said Sanford now stands indicted in said county of Monmouth for a criminal offence, and in consequence of such indictment has absented himself from the county for the past year.

JOSEPH W. BORDEN.

Sworn and subscribed before me this 2d day of May, 1863.

JAMES F. EARLE,
Justice of the Peace in and for the County of Monmouth, New Jersey.

211 STATE OF NEW JERSEY,
County of Monmouth, ss:

John B. Grover, of said county, being duly sworn, says, he resides in the town of Red Bank, in said county, and is well acquainted with Daniel S. Sanford, of Red Bank, New Jersey, and knows his general reputation and character for truth and veracity in the community in which he, said Sanford, resides; that such reputation and character are very bad, and, from such knowledge, deponent would not believe said Sanford under oath.

JOHN B. GROVER.

Sworn and subscribed before me this 2d day of May, 1863.
JOSEPH W. BORDEN,
Justice of the Peace in and for said County of Monmouth, New Jersey.

212 STATE OF NEW JERSEY,
County of Monmouth, ss:

John B. Hammond, of said county, being duly sworn, says, he resides in the town of Red Bank, in said county, and is well acquainted with Daniel S. Sanford, of Red Bank, New Jersey, and knows his general reputation for truth and veracity in the community in which he, said Sanford, resides; that such reputation and character are very bad, and, from such knowledge, deponent would not believe said Sanford under oath.

JOHN B. HAMMOND.

Sworn and subscribed before me this second day of May, 1863.
JOSEPH W. BORDEN,
Justice of the Peace of said County of Monmouth, New Jersey.

13 THE UNITED STATES OF AMERICA *vs.* THE ELMIRA CORNELIUS & CARGO. } D. C. U. S. E. D. of Pa.—Prize.

Enoch Brooks, being duly sworn according to law, doth depose and say, that he is a seafaring man by profession, and is acquainted with the coast of South Carolina and with Bull's bay.

That the water inside the bay is shallow after leaving the channel; that a vessel drawing from six to seven feet water can be run ashore so as to lie in still water at a considerable distance from the main land, and without risk to the vessel.

That the principal channel, after passing Bull's Point, runs by the northwardly side of Bull's island towards Charleston, and that a vessel intending to land a cargo at that bay would most probably have continued up that channel where she would have found facility for landing; that a vessel standing across the channel in the direction of Harbour creek so as to pass to the westward of Bird's island, would, unless navigated by a person having an accurate knowledge of the channel, almost necessarily go ashore on the flats or shoals, which, with a fresh breeze from the southward and westward, can be distinguished by any person accustomed to the navigation of sounds and bays. That the main land above Price's inlet, which is the inlet leading towards Charleston, is
214 marshy and entirely unfitted for the landing of a cargo at least for three or four miles.

ENOCH BROOKS.

Sworn to and subscribed before me this eighth day of May, A. D. 1863.
G. R. FOX,
Clerk District Court United States.

And said claim of Alexander Muir, with the affidavits presented this ninth day of May, A. D. 1863, are allowed to be filed subject to all legal exceptions.

215 And afterwards, on the ninth day of May, A. D. 1863, the opinion of the court is filed, which is in the words and figures following, to wit:

ELMIRA CORNELIUS, *May* 9, 1863.

After hearing the arguments of counsel, the judge said:

In this case I have allowed unlimited further proof. Whether I was right in doing so, except upon the question of breach of blockade, need not be considered. On this question it certainly was proper. That there was a wilful disregard of the summons of the blockading vessel, and that this was for some time persisted in, there can be no doubt. The reason for it assigned by the master of the captured vessel is, in law, no excuse. His judgment should not, but that of the commander of the blockading vessel should have been exercised as to the movements of the vessel summoned. She was far inside of the blockade waters where the law of war was the rule of navigation. The capture, therefore, was justifiable. It has, however, been argued with zeal and ability that this does not preclude the claimants from proving innocence of intention, and obtaining restitution under the condition of payment by them of all costs and charges. There would be great danger, as Lord Stowell has said, in admitting this in any case. But it might, possibly, under some circumstances, be proper. I do not think the present case a safe one to become precedent of the kind. The transac-

216 tions concerning the vessel and cargo are too much complicated with one another to be separable. The supercargo appears to have been a person whose relations with hostile territory had been recently intimate; and it is not in the least probable that they were absolutely determined. During the three months that the vessel was at Port Royal the captain deemed himself not at liberty to land the cargo, though there certainly was nothing on the face of the charter party to prevent it. Even if there was no storage there, which does not appear, this would not have required him to retain it on board while the vessel, of which he is the professed owner, was undergoing destruction from worms. His actions were dependent upon the presence there of Dr. Van Dyke, who is called by the parties the owner of the cargo. Without this gentleman's consent, it would seem that the captain and supercargo could make no disposition of the property on board. This may be explained by the evidence, that Dr. Van Dyke owning absolutely the smaller portion of the cargo, and having a pre-emption of the rest of it at the amounts mentioned in the invoices, the supercargo was restricted from selling below these amounts which were not obtainable at Port Royal. This explanation perhaps may sufficiently account for inaction of the supercargo. But it does not explain the absence for more than three months of Dr. Van Dyke from Port Royal, and from his residence at New York, and the almost total absence of correspondence. Nor does it explain the mysterious non-intervention of the real owners of a great part of the property. I do not infer from the evidence that the vessel when she left Port Royal had not a contingent destination to New York. On the contrary, I think that her navigator probably

217 intended to make that port, if he could not pass the blockading force at any convenient point along the coast. But the negative and positive evidence impresses upon my mind a belief that there was also an intention to slip into Charleston or neighboring waters, or to land the cargo in some way at some other point upon the blockaded coast if a convenient opportunity should offer. So far as the decision of the case may involve a proper question for nautical experts, I am, however, desirous of obtaining their assistance. Captains John H. Young and Enoch Brooks, experienced navigators, and both familiar with the coast in question, have attended the whole of the hearing. The evidence has been read and the arguments of counsel have been made in their pres-

ence. The former gentleman is one of the prize commissioners, and Captain Brooks has, on the further proofs, been examined as a witness on behalf of the claimants. I request these gentlemen, as assessors, to state verbally, or in writing, as they may prefer, their belief upon the question whether the facts of the voyage from Port Royal are consistent with a destination in good faith for New York, continuing without wilful deviation until the time of capture, and whether, if a wilful deviation occurred, it was under circumstances reasonably consistent with innocence of intention with reference to the blockade. These gentlemen will understand that the question is to be considered by them as a nautical and not a legal one. They may take into consideration the leaky condition of the vessel at Port Royal for what they may think it worth. They will disregard all statements by examinants of what they allege to have
218 been said by the captain or supercargo.

Where evidence conflicts, that of persons on board the captured vessel, particularly the captain and mate, will be considered as entitled preferably to belief. As to the direction of the wind, I observe a discrepancy in the statement of the mate in his examination on further proof, and the statements of two of the naval captors. The statements of these captors are unsworn. The assessors will disregard all that is contained in them except concerning the direction of the wind, as to which the assessors will take it to have been either south-southwest, as in these statements, or southwest, as in the mate's affidavit, as may be most favorable to the claimants. The assessors will reperuse the evidence as far as they may think nessessary to enable them to reach just conclusions.

And afterwards, to wit, on the 11 May, 1863, the written report of the said assessors is presented, and the same being read, is in the words and figures following, to wit:

219 To the hon'ble John Cadwalader, judge of the district court of the U. S. for the eastern dist. of Penn'a.

The undersigned, appointed by the hon'ble court as assessors in the case of the schr. Elmira Cornelius, (captured by the U. S. barque Restless on Oct., 1862,) being directed to take into consideration "whether the facts of the voyage from Port Royal are consistent with a destination in good faith for New York, continuing without wilful deviation until the time of capture," and whether, if a wilful deviation occurred, it was under circumstances reasonably consistent with innocence of intention with reference to the blockade—

In viewing the evidence (presented) attentively, and acting under direction of the hon'ble court, the endeavor has been kept in view to throw everything favorable to the captured vessel *on her side;* and having carried out this object, yet, notwithstanding, we are fully satisfied that wilful deviation, under both the propositions quoted above, was made by the master with fraudulent intent to run the blockade at Bull's bay. This opinion is based upon analysis of the evidence presented, as follows:

1st. The schr. Elmira Cornelius, after leaving Port Royal, steered the direct coast line, (NE. by E.,) which would place her about 10 miles outside the entrance to Charleston harbor about midnight of the day of capture. The course must then have been changed more to the north. Approaching Bull's bay, before daylight, no doubt sail was taken in to "easy sail" to prevent running past Bull's bay, *and timed*, as is usual, to be at said entrance so soon as the locality could be distinguished, and so continued (there being a good
220 breeze blowing at the time) until discovered and fired at by the blockading vessel, who sent a boat in pursuit. The schr. must *at this time* been about abreast of the east end of Bull's island. The mainsail and jib were then set, either to enable her to be tacked, with a view to beat into entrance of

Price's inlet, or run her up the bay as far as possible; in either case the pursuing boats would cut her off, so that capture or running aground (stranding) became the only alternative. The latter was perhaps calculated to create less suspicion than would persisting to beat towards the inlet.

2d. The wind most favorable for the captured vessel has been taken, as at SS. W.; with this wind a vessel cannot get into entrance of Price's inlet without beating, (tacking,) and must necessarily stand (sail) towards Bird's island for that purpose. The running aground on that course was most probably the result of going too far up the bay.

3d. The condition of the vessel was unquestionably bad, but the master must have been aware that there is no possible way to get at the bottom of a vessel to make repairs of any kind in such a place as Bull's bay; no conveniencies could be had, and the vessel could not be got sufficiently out of the water (in a locality of mud flats) to see the bottom at all, hence the absolute necessity for the master to seek the assistance of the blockading vessel; for

4th. All nautical men desire the assistance of naval vessels when under difficulties, or when dock yards or conveniences for repairs do not exist, being sure of receiving the aid of men and materials, and this, too, without the fear of
221 salvage claims, unless under extraordinary circumstances, which do not occur to minds of the undersigned at this present; no doubt men would have been cheerfully afforded by the blockade commander to enable the vessel to reach a port of safety or final destination, as was actually done by the prize crew without any uncommon circumstances attending.

5th. The neglect to "heave to" when fired at by the blockading vessel was not only a gross breach of nautical etiquette, but calculated to excite the strongest suspicion as to honesty of purpose, and, to say the least, is entirely irreconcilable in any way on the hypothesis of the master being innocent. The undersigned cannot *forego* the expression that this fact is the most conclusive in their minds as to the want of honest intention on part of the master of schr. Elmira Cornelius.

6th. The marshy nature of the land would not prevent the cargo being taken into boats, thence to Charleston, either by way of Price's inlet or some one of the many small creeks running inland.

Having, we believe, in the above, embraced all the points of evidence of a nautical character, beg respectfully to submit the same for consideration of the honorable court.

PHILAD'A, *May 11th*, 1863.

ENOCH BROOKS.
JOHN H. YOUNG.

222 Which report having been read and considered, the judge said:

If the views of these nautical experts had been different from my own, I would not have decided this case without further consideration, but it is, upon the report of these gentlemen, a case of no difficulty; let a decree condemning the vessel and cargo be entered.

223 Afterwards, to wit, on the thirteenth day of May, A. D. 1863, a final decree of condemnation of the said schooner Elmira Cornelius and cargo is entered, and is in the words and figures following, to wit:

The schooner Elmira Cornelius and cargo.

This cause having come on to be heard upon the libel and the several claims interposed for the vessel and the cargo, and having been considered upon the said libel and claims, the preparatory examinations, the papers and documents found on board and with the vessel at the time of capture, and the documents and affidavits introduced on behalf of the claimants as further proof, and the

cause having been argued by the attorney and assistant attorney of the United States, and the proctors and advocates for the respective claimants, and it appearing that the said vessel and cargo was at the time of capture the property of enemies of the United States, or otherwise confiscable as prize of war, it is ordered, adjudged and decreed that this said vessel and cargo be, and the same are hereby, condemned as good and lawful prize.

224 And now, May 27, 1863, Morton P. Henry, proctor for John Simonson, claimant of vessel, and James H. Leeds and Alexander Muir, trading as Leeds & Company, Isaac Ames and John C. Barnes, trading as Ames & Barnes, Marinus H. Vandyke, J. T. Grant, and —— Grant, trading as Grant & Son, E. V. A. Chichester, and Alexander Muir, claimants of cargo, moves for an appeal to the Supreme Court of the United States, in behalf of the above-named claimants, respectively, from the decree of condemnation of said schooner and her cargo.

And it is allowed in open court.

225 UNITED STATES,
Eastern District of Pennsylvania:

I certify the foregoing to be a true and faithful copy of the record and proceedings of the district court of the United States for the eastern district of Pennsylvania, in the matter of the claim of John Simonson to the said schooner Elmira Cornelius, her tackle, apparel, and furniture, and of James H. Leeds and Alexander Muir, trading as Leeds & Company, Isaac Ames and John C. Barnes, trading as Ames & Barnes, Marinus H. Vandyke, J. T. Grant, and —— Grant, trading as Grant & Son, E. V. A. Chichester, and Alexander Muir, to the cargo of the said schooner Elmira Cornelius.

In testimony whereof, I have hereunto subscribed my name and affixed the [SEAL.] seal of the said court, at Philadelphia, this twenty-third day of November, A. D. 1863, and in the eighty-eighth year of the independence of the said United States.

CHARLES S. LINCOLN,
Pro., Clerk of the District Court of the United States.

226 THE UNITED STATES OF AMERICA *vs.* THE ELMIRA CORNELIUS AND CARGO } S. C. U. S.

It is agreed that on the hearing of the above cause, on appeal by claimants of ship and cargo to the Supreme Court of the United States, that the *log-book, invoice book, private memorandum book*, found on board the said schooner, shall be referred to and read on the hearing of the cause, as if copies had been attached to the record; and that the said appeal shall be entered with the same effect as if a citation had duly issued to the United States, and had been duly "served."

MORTON P. HENRY,
For Appellants.
G. A. COFFY,
United States Attorney.

Supreme Court of the United States.

DECEMBER TERM, 1864.

No. 146.

THE SCHOONER ELMIRA CORNELIUS AND CARGO, SIMONSON AND OTHERS, CLAIMANTS,

vs.

THE UNITED STATES.

BRIEF FOR CLAIMANTS.

HISTORY OF THE CASE.

Points of Fact relied on by the Appellants.

The schooner Elmira Cornelius, of New York, of ninety-five tons burthen, was, on the 6th day of June, 1862, chartered by the Master to M. H. Vandyke, for a voyage from New York to Port Royal and back to New York, at the rate of $650 a month.
Record, p. 39.

This was shortly after the proclamation of the President of the United States, of May 12, 1862, opening commercial intercourse with the ports of Beaufort, Port Royal, and New Orleans.

On the 20th June, 1862, the schooner sailed from New York with an assorted cargo on board, and arrived at Port Royal July 1, 1862.
Record, p. 28.

The schooner lay there without breaking bulk until October 10, 1862, a period of over three months, when the consignee of the cargo, who was the charterer of the schooner,

arrived at Port Royal and directed the master to return to New York.

Record, p. 28.

During this time the bottom of the schooner had become entirely worm-eaten, and the master appeared before the Deputy Collector at Port Royal, and entered a protest against the detention of the vessel, and the consequent injury to her bottom by worms.

Record, p. 28.

The extent to which she was really injured did not appear while lying in still water.

On the 10th October a clearance was obtained, and in the afternoon of the same day the schooner sailed for New York with her original crew and cargo on board.

Record, p. 12.

On the first night out it was discovered that the vessel was leaking so badly that the pumps would not keep her free. On consulting with the mate, the master concluded to stand in towards the land, and beach her, or to get assistance from some vessels off Charleston.

Record, p. 12.

At daylight they made the land off Bull's Island, and the master directed the mate to put the vessel ashore on some flats marked on the chart inside of Bull's Bay point, where the water was still, and where, at low tide, they could get at the schooner's bottom. At this time the vessel was standing in under easy sail, in sight of the bark Restless, the blockader off Bull's Bay, and a boat had put off from that vessel.

The master ran the vessel ashore on a flat *inside* the harbor, about a mile and a half from the main land, within reach of the boats of the Restless, where she was boarded and seized as prize. This was in full daylight, at about half-past eight in the morning.

Affidavit of Chichester, Record, p. 60. Affidavit of Semple, Record, p. 62.

His reason for adopting this course is stated in the affidavit attached to the claim of the master.

Record, p. 13.

"I did not heave to when I saw the Restless for the following reasons: My vessel had become seriously injured by becoming worm-eaten while lying in Port Royal harbor. I had no insurance on the vessel, which was the only property I possessed in the world. Large expenses had been incurred for the voyage, and over two thousand dollars was due to me on the charter. The whole amount I had received was four hundred and fifty dollars. I knew nothing of the responsibility of the charterer, and I looked to the cargo for indemnity. My vessel was in a sinking state. I believed that without beaching her neither cargo nor vessel could be saved. I was afraid if I ran down to the man-of-war first in our then condition, they would have commenced throwing overboard the cargo to lighten her, and after paying salvage and expenses there would have been nothing left for me."

See affidavit of *Semple*, (mate,) Record, p. 62.

"The extent of the injury to the vessel's bottom is shown by the report of the Prize Commissioners at Philadelphia.

"The vessel was brought to the wharf at 1 P. M., of the 4th inst., and it was then found necessary to keep three pumps steadily going to prevent the water from gaining in the hold. Under this condition of things, inspection of the cargo became necessary. On removing the hatches, said cargo was found in such a state that description would fail to give an adequate idea of the same. The vessel had been half full of water, so that at least one-half the cargo had been submerged at various times."

Record, p. 6.

A special report was made by Captain John H. Young, Prize Commissioner, on the condition of the hull.

Record, p. 48.

"The state of the bottom is bad, almost beyond description, being eaten with the worms—completely honeycombed—to such an extent that the mystery seems to be how a vessel in such a condition could float at all."

The actual necessity of running the vessel ashore in consequence of the leak is proved, moreover, by the fact that the prize crew had to take her into Georgetown, S. C., before bringing her to Philadelphia. The principal part of the cargo had to be taken out and put into lighters.

Record, p. 24.

The correspondence of the master with his father at *Staten Island* entirely confirms the statement contained in his affidavit. In a letter dated September 19th, 1862, complaining of the detention and the condition of his vessel arising therefrom, he informs his father of his intention of sailing for New York by the first of the month, unless he hears from New York; he tells his father he must be ready to lay an attachment on the cargo, "for if we let things go too far the cargo will probably slip out of my fingers, and then I may whistle for my freight."

Record, p. 66.

And on the tenth of October, 1862, he writes his father of the arrival of the charterer at Port Royal, who had consented to let the vessel return to New York, and asking his father to meet him at the quarantine to advise as to the course to be pursued.

Record, p. 66.

The facts in relation to the cargo as follows:

M. H. Vandyke the charterer, not having sufficient funds for the purpose of purchasing the whole cargo, applied to different parties in New York, the claimants of the cargo in this cause, to ship the goods selected for the proposed venture on their own account, with the understanding and agreement that if the deponent should raise the money to pay therefor, the goods might be purchased by him, but that the same should still remain the property of the shippers until paid for.

A supercargo, Helen Chichester, brother of one of the shippers, was appointed supercargo to look out for the interest of all concerned.

Record, p. 55.

The shippers were Leeds & Co., J. T. Grant & Son, Alexander Muir, Ames & Barnes, of New York, and E. V. A. Chichester, of Norwalk, Connecticut.

Record, p. 56.

Vandyke, the charterer, was also a shipper to a considerable amount. He remained behind after the vessel sailed; but was unable to raise the funds to pay for the cargo, and at the time of the seizure they remained the property of the shippers.

The cargo was shipped with the knowledge of the New

York custom house authorities, and consisted of such articles only as were permitted to be shipped to Port Royal. To a great extent it was composed of *provisions*, *stationery*, soap, agricultural implements, chemicals, as set out in the manifest (Record, p. 26,) at Port Royal.

Affidavit of J. B. Wood, Record, p. 69.

The supercargo, Chichester, while at Port Royal, made efforts to sell the cargo, but without success. Other vessels had arrived previously, and overstocked the market, and trade was more limited than was expected.

Affidavit of H. S. Chichester, Record, p. 70.

He wrote to Mr. Muir at New York, under dates of July 27, 1862, and September 3, 1862, stating the condition of the market, and his inability to dispose of the cargo, although he had used his best endeavors to effect sales.

Record, p. 71.

Doctor Vandyke arrived at Port Royal in October, and after attempting some negotiation with the captain about proceeding to New Orleans, which the captain declined on account of the state of his vessel, directed the schooner to return to New York.

Record, p. 70.

The fact of such intended return was communicated by the captain to his father under date of October 10, 1862.

Record, p. 66.

October 20, 1862. Insurance was effected by Christal & Donohue, at the request of A. Muir, under an open policy, with the Pacific Mutual Insurance Company of New York, in the sum of $7,610, on the return voyage from Port Royal to New York.

Record, p. 83. Affidavit of A. Muir, Record, p. 84.

October 20, 1862. Leeds & Co. insured $3,900 on provisions by schooner Elmira Cornelius, from Port Royal to New York, with the Neptune Insurance Company of New York.

Record, p. 59.

On the 25th day of October, 1862, Ames & Barnes insured $3,376 on open policy on goods shipped per Elmira Cornelius, from Port Royal to New York.

POINTS OF LAW ON BEHALF OF THE APPELLANTS.

First.

The offence, if any was committed by the master of the Elmira Cornelius, consisted in the violation of the provisions of the act of Congress of July 13, 1861, section 5, forbidding commercial intercourse with citizens of an insurrectionary State. 12 U. S., p. 257.

Second.

The question is one of innocence or guilty intention on the part of the master of the schooner. The question as to what constitutes a violation of a blockade as between a neutral and a belligerent is not involved in the case.

The Fortuna, 5 Rob., 27.

Third.

That the voluntary stranding of the Elmira Cornelius for the purpose of saving vessel and cargo at a point where the schooner lay within reach of an armed vessel of the United States, so as to enable such vessel either to render assistance to or destroy the schooner in case of an enemy approaching, will not subject the vessel to forfeiture either under the laws of war or the act of Congress of July 13, 1861. 12 U. S., p. 257.

Fourth.

That in no event will the owner of cargo be affected by a wrongful act of the master, done without authority of such owner.

The Mercurius, 1 Rob., 82.
The Neptunus, 3 Rob., 173.
The Ann Green, 1 Gallison, 284.
The San Jose Indiano, 2 Gall., 268.
The Nereide, 9 Cr., 388, 423, 433.

M. P. HENRY,
R. H. GILLET,
Of Counsel for Claimants.

FEBRUARY 8, 1865.

In the Supreme Court of the United States.

DECEMBER TERM, 1864.

No. 146.

IN PRIZE.

THE SCHOONER ELMIRA CORNELIUS, John Simonson, Claimant, and Leeds & Co., Ames & Barnes & Al. Claimants of the cargo, Appellants.
vs.
THE UNITED STATES.

Appeal from the district court of the United States for the eastern district of Pennsylvania.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

EDWARD BATES,
Attorney General.
TITIAN J. COFFEY,
Special Counsel for U. S.

IN THE SUPREME COURT OF THE UNITED STATES.

DECEMBER TERM, 1864.

No. 146.

IN PRIZE.

THE SCHOONER ELMIRA CORNELIUS, John Simonson, Claimant, and Leeds & Co., Ames & Barnes & Al. Claimants of the cargo, Appellants. *vs.* THE UNITED STATES.	Appeal from the district court of the United States for the eastern district of Pennsylvania.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

The schooner Elmira Cornelius, laden with a miscellaneous cargo, consisting, among other articles, of drugs, medicines, groceries, provisions, cutlery, farming utensils, and cotton cards, was captured by the United States barque "Restless," Edward Conroy, Esq., acting lieutenant commanding, at about half past eight o'clock on the morning of the 11th of October, 1862, in Bull's bay, South Carolina, near the inlet that leads to Charleston, at a point, variously stated by the examinants, from two to three or from three to six miles within the limits of the squadron blockading the approaches to Charleston.

The vessel and cargo were sent by the captors to Philadelphia for adjudication, and, on the 7*th* of *November*, 1862, the same were libelled as prize of war by the United States attorney for the eastern district of Pennsylvania.

Claims were thereupon presented and allowed to be filed, subject to all legal exceptions, by the alleged owners of the vessel and cargo for their respective interests in the subjects of capture.

The vessel was claimed by John Simonson, her master, an alleged resident of Staten Island, State of New York, on the 15*th of November*, 1862.

Portions of the cargo on board were, on the 29*th of January*, 1863, respectively claimed by Ames & Barnes, Leeds & Co., J. T. Grant & Son—all alleged residents and merchants of the city of New York—Edward V. A. Chichester, of Norwalk, Connecticut, and Marinus H. Vandyke, "of the city of New York," as alleged in his claim.

Alexander Muir, of the city of New York, claimed also a portion of the merchandize on board, on the 9*th of May*, 1863.

The examinations *in preparatorio*, and the papers and documents found on board at the time of capture, having been duly returned by the prize commissioner, the court permitted the claimants to introduce, without limit, further proof on all the points of the case.

After the introduction of such proof, the cause came on to be heard before the learned district judge, assisted by two experienced nautical assessors, Captain John H. Young, one of the prize commissioners of the court, and Captain Enoch Brooks, who had been examined as a witness, on behalf of the claimants, upon the question of breach of blockade.

The proofs having been read, and the arguments of the respective counsel having been heard, the learned judge submitted to the assessors, as a purely nautical inquiry, the question, *whether the facts of the voyage on which the vessel was captured were consistent with a destination in good faith for New York, (from Port Royal, South Carolina,) continuing without wilful deviation until the time of capture, and whether, if a wilful deviation occurred, it was under circumstances reasonably consistent with innocence of intention with reference to the blockade.*

The terms in which the court submitted this point for the determination of the nautical experts, are set forth at length in the printed Record, (Record, pp. 86, 87.)

The assessors thereupon presented very fully to the court in writing their views under the whole evidence on the point submitted, and announced their belief "*that wilful deviation,*

under both the propositions quoted above, was made by the master with fraudulent intent to run the blockade at Bull's bay."

The learned judge of the district court then said:

"*If the views of these nautical experts had been different from my own, I would not have decided this case without further consideration; but it is, upon the report of these gentlemen, a case of no difficulty. Let a decree condemning the vessel and cargo be entered.*" (Record, p. 88.)

A general decree, condemning both vessel and cargo, as the property of enemies of the United States, or as otherwise confiscable as prize of war, was accordingly entered. The specific ground of the decree was the one found by the nautical assessors—breach of the blockade of Charleston and its approaches, as appears by the tenor of the proceedings thus set forth.

This decree is now brought, by the present appeals, before this court for review.

Lord Langdale has said that, in an admiralty cause involving a mere question of fact, the privy council of England will not differ from the judge of the high court of admiralty and reverse his judgment, *unless they can clearly come to a contrary conclusion*; The Christina, (6 Moore's P. C. Rep. 381.) The same rule has been announced, and repeatedly acted upon, by this court in that class of cases; so that it may be regarded the doctrine as well of the Supreme Court of the United States as of the English privy counsel, that in an admiralty cause, where the question proposed and decided below was one simply of fact, *the appellant*, as *Mr. Justice Grier* expresses it in one case, *has all presumptions against him*, and the burden of proof is cast on him *to prove affirmatively* some mistake made by the judge of the inferior court, in the law or in the evidence. If sufficient evidence can be found in the record to support the judgment rendered below, the decree must be affirmed. It will not be reversed upon the showing that there is a theory, supported by some evidence in the cause, on which a different decree might have been rendered; The ship Marcellus, 1 Black 417; The Water Witch, Ibid.

500. We invoke this principle, and ask the court to apply it, in the present case.

That this vessel had deviated from the line of the voyage that she was professedly pursuing, was a patent and conceded fact in the case. *The only question, therefore, before the court below was, whether that deviation occurred with a fraudulent intention on the part of those who controlled her navigation, to violate or evade the blockade.* This, we submit, was purely and simply *a question of fact.* If the case could have been submitted to a jury, it would have been a question belonging exclusively to them to decide; (United States *v.* Quincy, 6 Peters 466; Lee *v.* Lee 8, Ib. 50.) This court, we believe, therefore, will hesitate long before it will reverse the present decree, based entirely as it was upon the decision of that question by the district court; and it will, we doubt not, unhesitatingly affirm the decree unless the appellants, assuming the whole burden of the case, succeed in showing clearly and conclusively, not that there is some evidence in the cause which would have warranted a different conclusion, but that there is no evidence in the cause from which the court below was justified in law in finding, *as a fact*, the guilty intention of the parties concerned in navigating this vessel.

This case, we further remark, is peculiarly one in which the court should proceed upon the principle just stated. The decree does not rest upon a decision of the question of fact by the court alone. The fact was found against the claimants, after a full hearing of the proofs and arguments, by the able and experienced nautical assessors. The duty performed by these gentlemen was like that frequently assigned by Lord Stowell to Trinity masters in cases involving similar nautical considerations. The proceeding in the case of the *Mentor*, (Edwards, 207,) and in the case of the Neutraletet, (6 Rob. 31,) before Lord Stowell, was exactly like the proceeding in the present case before Judge Cadwalader. The practice is a wise one and should be encouraged by this court.

The nautical experts not only found the general fact that there was a wilful deviation, with a fraudulent intent to violate

the blockade, but they presented to the court a report containing their views on all the *facts* connected with the navigation of the vessel which entered into the determination of the great question on which the cause depended. Those facts, we contend, this court will regard as *conclusively* found by the assessors, and unless it should affirmatively appear that the inference drawn from them was *wholly* and *plainly* unwarranted, this court, we believe, will not disturb their report.

The United States, we think, therefore, might safely rest their case upon the report of the assessors, since the court will find on the slightest examination of their lucid analysis of the nautical evidence in the case, that the facts which they report can only be explained satisfactorily upon the hypothesis of the fraudulent intention of the master and manager of this vessel.

I.

It is an imperative and conclusive legal presumption from the conduct of the master inside of the blockaded waters, "where the law of war was the rule of navigation," in wilfully and persistently disregarding the summons and warning of the blockading vessel, and proceeding in defiance thereof toward the enemy's coast, that the master intended to violate the blockade.

The attention of the court will naturally, in the first instance, be directed to the conduct of this vessel at, and immediately prior to, the crisis of capture. We hold that conduct up to this court as presenting in itself, independently of all other considerations, *sufficient and efficient ground of condemnation of both vessel and cargo;* for we believe that every consideration of policy connected with the efficiency of the blockade as well as the best-established principles of the prize law administered by our American courts, support and recognize the proposition that an American vessel, which, under the circumstances that surrounded this schooner on the voyage in question, wilfully disregards within the lines of our block ading squadron, the summons of a member of that squadron and, in defiance of her warning, continues to press onward to the enemy's coast, will be *conclusively* presumed by a

prize court of the United States to have intended to violate the blockade, and that by force of this imperative and absolute presumption against her innocence she will be precluded in this forum from presenting or appealing to any evidence whatever in excuse or justification of her conduct. In this sense, we conceive the conduct of the Elmira Cornelius, on the occasion in question, may properly be spoken of as efficient ground of condemnation.

Now, what are the facts? We refer, in this connection, simply to those circumstances that preceded and occurred at the time of capture. The Elmira Cornelius left New York, with a valuable cargo on board, about the 14th of June, 1862. She arrived at Port Royal, then a licensed southern port, about the 1st of July, where she remained, without disposing of her cargo, till the 10th of October. About a month after her arrival she began to leak, in consequence of the action of the worms upon her bottom, a process which continued until the time she left Port Royal, when the master felt bound to make a protest before the deputy collector at Port Royal, in which he swore that on the 10th of October she was leaking at the rate of 300 strokes per hour, and that the leakage was daily increasing; (Record, p. 29.) We may safely affirm, therefore, that this schooner was unseaworthy when she set sail on October 10th from Port Royal, professedly for New York.

In his affidavit, produced by the claimants on further proof, the mate says:

"I had the first watch after passing Port Royal bar. We crossed the bar after dark. I should say we were over at about half-past six o'clock. I steered east by north, after crossing the bar, for about an hour. I then steered northwest by east. I think the time I altered her course, the light ship bore southwest by west. *The leak increased directly after we crossed the bar. I kept the man in my watch at the pump all the time. The pump never sucked.* I turned out about half-past three o'clock. *Before I came on deck, I saw, by a hole in the cabin, that the water was nearly up to the cabin floor.* I helped to fix the two after-pumps. I thought we seemed at first to gain on the water aft. The forward

pump was choked. *I then advocated running down to the blockading squadron, and getting assistance, and that we would be able to get her into New York.* I went into the forecastle, and found the water came over my boot-tops. *Previously to my going into the forecastle, we had taken off the mainsail and jib, and were standing into the land under the foresail.*

"*At daylight* we were southeast of *Bull's island. The captain asked me if I could put her ashore in Bull's bay. I had the chart on deck.* I told him I could. He told me to put her ashore in still water. I saw a flat marked on the chart. I placed her ashore on that, by the captain's direction. The place I put her ashore was about two miles from the mainland.

"We saw the Restless [the capturing vessel] *at daylight.*"

This was probably the time at which the mate came on deck, when he saw, as he states, "that the water was nearly up to the cabin floor."

The affidavit proceeds:

"The Restless fired at us twice; the shots fell short. *We put on the mainsail and jib when we got into shoal water.* * * * * We went ashore between 8 *and* 9 *o'clock in the morning*;" (Record, pp. 62, 63.)

From daylight, then, till 8 or 9 o'clock in the morning, the blockading vessel not only was in sight, but was in pursuit of the captured vessel.

The prize master swears, (Record, p. 15:)

"The captured vessel was made at daylight, on the morning of the 11th of October. The capturing vessel endeavored to bring her to, and to that end fired three shells and one solid shot at her. *She paid no attention to these shots except to crowd on all sail,* having, previously to our firing, only her foresail and main jib set."

Acting Master Griswold, who commanded the boat from the Restless, sent out in pursuit of the captured schooner, states:

"On leaving the vessel, I proceeded towards Bull's bay with all possible speed, hoping to reach the mouth of the narrow channel by which the schooner was trying to run the blockade, but she was too fast for us; *for finding that the boat gained, she set her mainsail and gaft-topsail. As there was a*

strong breeze blowing, she went through the water at a furious rate, the pilot evidently well acquainted with the channel. On entering Bird's island passage, she entered it beautifully, and under all sail fairly flew through the water towards Harbor creek; seeing which, I tried to cut her off by crossing the shoals close to the island—Bird's—but it was of no use. Suddenly, however, she took the ground, and by the time she floated again, I was within a quarter of a mile of her; *fired a rifle at her, but no notice was taken of it.* She still, under all sail, tried to reach the main land; again she took the ground. * * * * On boarding her, I found the water up to the cabin floor, but on trying the pumps found that she could be kept free by pumping ten minutes in the hour;" (Record, p. 1.)

We have now, in the language of the witnesses, as full an account as is needed in the present connexion of the movements of this vessel about the crisis of her capture. We affirm that those movements were of such a nature that the court is entitled, under the principles of the prize law which it is sitting to administer, to make a conclusive presumption from them against the innocency of the master's intentions. It is a presumption, we affirm, "*juris et de jure*," of the law of prize, that a private vessel of the country maintaining a blockade, which refuses, when found inside of the blockaded waters under such circumstances as surrounded this schooner, to "heave to" at the command of one of the blockading vessels, and continues, after being summoned to proceed no further, to near the blockaded enemy's coast, meant and intended to violate the blockade.

We find no reported case precisely parallel to the present—no case where there were so many signs of guilty intent on which the law could affix its presumption, as in this. If there ever occurred a case, in the history of the law of war, to which the rule we have stated should be relentlessly applied, this is that case.

The case of *The Charlotte Christine* (6 C. Rob. 101) was that of a *neutral* Danish vessel proceeded against in August, 1805, on the ground of a breach of the blockade of the Seine. She was taken off Cape La Heve, which the master had made, according to his allegation, simply to get a pilot for Caen, that

cape being the point where pilots usually plied for Caen. It appears that he had passed the English frigates with a signal for a pilot flying and without opposition; but by his own admission, it also appeared that he had stood in within one mile of the shore *after he had perceived a pilot boat to be coming out to him.* The facts, also, were developed by the evidence that the captured vessel continued to approach the shore after he had been hailed by the captors and had refused to bring to on the first notice.

Now, what said Sir William Scott on this case? His opinion, condemning the property, concludes as follows:

"It is admitted that the master had seen the pilot boat at 12 miles distant early in the morning; that he had hoisted a signal, and perceived the boat to be coming off. What had he to do, then, but to have waited where he was, and where he had passed the frigates, as he says, without being considered to be in a suspicious situation? Instead of this prudent and natural course of conduct, he continued to approach, and in defiance of the captor's boat, since it appears that he did not bring to until a gun was fired at him. The extreme imprudence of this behavior, and the great improbability that any person would so act but from some sinister motive, lays him under the unavoidable imputation of being engaged in an attempt to break the blockade. *It is a possible thing that his intention was innocent, but the court is under the necessity of acting on the presumption which arises from such a conduct and of inferring a criminal intention.*"

Vessel and cargo were both condemned for breach of the blockade of the Seine.

This case, in many of its essential features, is the case before the court. The absolute presumption of guilt was made by Lord Stowell from the simple facts that a pilot boat could have been got by the Charlotte Christine without approaching, as she did, suspiciously near (and dangerously near for the blockading vessel) the blockaded coast; and that the warning of the captors was set at defiance.

The case of the *Gute Erwartung*, October 30, 1805, (6 Rob. 183,) is a further adjudication of Sir William Scott on the

same principle. The vessel in that case was captured in the same waters and while professedly engaged in the same errand—taking a pilot for Caen—as the *Charlotte Christine*. The Gute Erwartung was a Lubec ship, sailing from Oporto with an asserted destination to Caen, captured twenty miles from Caen, and about that distance from Havre, a blockaded port. When taken, she was steering "in a course direct to Havre, and with an intention (*not to enter Havre, as was expressly averred*, but) of going on close under the land for the purpose of taking a pilot on board to carry her to Caen." Therefore, Sir William Scott says: "If the situation of the vessel *alone* was to be considered, I should be disposed to acquiesce in this representation of his intentions, and to decree the vessel to be restored on payment of captor's expenses."

"But," that great judge proceeds, "there is an ulterior circumstance that presents a more unfavorable aspect, which," says he, "places her in construction of law in the same situation which the other vessel (the Charlotte Christine, *supra*) had actually reached," (viz: so near the enemy's coast as to expose the capturing vessel to the annoyance of the enemy's guns.) "For, the master says, 'the course in which he was steering *would* have carried him directly to Havre, and that he should have continued in that course, *though not into the port of Havre*, but that he should have gone close under the land, and have taken a pilot for Caen.' Here, then, we perceive the same intention, and in the course of being pursued to the same illegal effect. *How can this intention be considered as innocent?* It is impossible that any blockade can be maintained if such a practice is allowed, that a vessel, under a destination to a port not interdicted, shall be at liberty to pursue her course in such a manner as must draw the cruiser employed in that service under the range of the enemy's batteries. It is at all times a matter of regret that the property of innocent persons should be exposed to hazard by the mere imprudence of their master; but it is impossible to relax the principle that the employer is legally affected by the acts of his agent. I am of opinion that the master in this case had declared an unlawful purpose, and was employed in pursuing it to an unlawful act; and that the ship and cargo must be pronounced subject to condemnation."

The decree in this case was affirmed, on appeal, by the Lords Commissioners of Appeal, (6 Rob. prefatory list of cases appealed.)

The case of *The Neutralitet*, May 9, 1805, (6 Rob. 31,) should properly have been cited in advance of the other cases from 6 Robinson's Reports, just mentioned, because, though belonging to the same class of cases as *The Charlotte Christine* and *The Gute Erwartung*, it was of an earlier date by a few months, and decided apparently before Sir William Scott had finally determined in that class of cases to enforce the rule of a presumption, *de jure*, of a fraudulent intention, from the position and behavior of the captured vessels.

In *The Charlotte Christine* and *The Gute Erwartung* the question was not as to the *de facto* innocence of intention. Conceding that it might in each case in fact have been innocent, the court condemned the vessel because the *policy* of the law of war required it. They were condemned by force of the very rule which Lord Stowell said in *The Neutralitet* he would not then lay down, because the case did not require him to do so, and which he, in his opinion in that case, thus states in his own clear and beautiful diction:

"If the belligerent country has a right to impose a blockade, it must be justified in the necessary means of enforcing that right; and if a vessel could, under a pretence of going further, approach, *cy pres*, close up to the blockaded port, so as to be enabled to slip in without obstruction, it would be impossible that any blockade could be maintained. It would, I think, be no unfair rule of evidence to hold, as a presumption *de jure*, that she goes there with an intention of breaking the blockade; and if such an inference may possibly operate with severity in particular cases, where the parties are innocent in their intention, it is a severity necessarily connected with the rules of evidence, and essential to the effectual exercise of this right of war."

In *The Arthur*—decided February 23, 1810, (Edwards 203)—this rule was again enforced to the condemnation of both vessel and cargo. That American vessel was captured in the Ems, which the master had entered, as he alleged, for the pur-

pose of procuring a pilot to the Yadhe. Sir William Scott said: "In this case the fact is not denied that the ship was taken in a port which is blockaded, and, therefore, the whole burden of exonerating himself from the penal consequences lies upon the party. *He must show that he was led there by some accident which he could not control, or by some want of information which he could not obtain.* In doing this he must prove his whole case, and, however innocent his intentions may have been, he must explain his conduct in a way not only consistent with the innocence of himself and of his owner, but he must bring it within those principles which the court has found it necessary to lay down for the protection of this belligerent right of this country, and without which no blockade can ever be maintained." (The principles here alluded to by Lord Stowell were those enunciated in the case of the Charlotte Christine, and other cases before cited.) With reference to the plea of the master that he expected to get a pilot in the blockaded river, the Judge said:

"If he had any such expectation, it was not his business to run his ship so many leagues up the river. He might have sent his boat to the man-of-war to inquire whether a pilot to the Yadhe could be obtained there; and, if the fact turned out to be so, there certainly could be no necessity for the ship to go up to the pilot, who might without difficulty have been brought down in the boat. He was not at liberty to place his ship on a forbidden spot. I do not see how it can be more permissible to go up to a blockading squadron to inquire for a pilot, than to procure information relative to the blockade itself. I am clearly of opinion that, upon the principles already laid down by this court, and from which, however harshly they may operate on individual cases, it cannot recede without a total abandonment of belligerent rights respecting blockade, this ship and cargo must be condemned."

It has been judicially said by Lord Stowell—if authority were needed for so plain a matter of common sense—that the natural conduct of a vessel in distress at sea is, to ask assistance of a man-of-war of the country to which the vessel belongs (The Christansberg, C. Rob 379.) Upon the authority of the cases just cited, we affirm that it was the *legal duty* of the

Elmira Cornelius to pursue that course of conduct which, under the existing circumstances, was *natural* for her to pursue, and which the presence of the blockading vessel rendered possible and easy—namely, to request assistance from the *Restless*, a man of-war of her own country, who was not only present on the spot, but was actually in pursuit of her. We affirm, further, that it was the personal *moral* duty of every man on board of her, which he disregarded at the peril of heavy liability under the criminal law of the United States—for infringement of this blockade by any one owing allegiance to the United States is no less an offence than high treason—to keep as far away from the coast of South Carolina, and as near as he could, if the vessel needed assistance, to the blockading fleet; and, finally, we say that this court is entitled, under the principles enunciated by Lord Stowell in the cases we have cited, and, in view of the conduct of this master, to presume, *de jure*, that he intended to violate the blockade.

II.

Conceding that, under the circumstances of this case, there is no such absolute presumption of guilty intention, as we contend there is, under the English authorities, from the conduct of the vessel as described, then we affirm that the whole of the nautical evidence in the case disproves the innocence of the master's intention.

We have seen that the schooner was unseaworthy, and that the master knew the fact before the vessel set sail. Both the master and supercargo, it is plain from the evidence, were perfectly well acquainted with the full extent of the injury which had been done to the vessel by the worms while she lay at Port Royal, and it is equally certain that they must have known, if the injury was in fact as great as they represent, that it would scarcely be possible for her to reach New York, while, by continued use of the pump, she might be able to make her way as far north as Charleston. The vessel was beached at Port Royal, her bottom examined, and unsuccessful effort made to clean her and stop the leak, (Record, pp. 62, 64.)

In the face of the facts, then, that as early as July 2, everybody on board knew the condition of the vessel, that from that time till the day she left Port Royal (October 10) the leak continued to increase, and that on that day she leaked at the rate of 300 strokes per hour, we are asked to believe that the master discovered, or had reason to know, after he got to sea, for the first time, that New York could not be reached, and that then he first conceived the idea of deviating into Bull's bay. If that were true, why did he not put back into Port Royal? "*We crossed the bar after dark*," says the mate. (Record, p. 62.) "*The leak increased directly after we crossed the bar.*"

"An excuse," said Lord Stowell in the *Fortuna*, (5 Rob., 27.) "to be admissible, must show an imperative and overruling compulsion to enter *the particular port under blockade.*" There is no evidence in this case, that the vessel could not, at any time after she crossed the bar, have gone back to Port Royal. But that was not contemplated in the plan concocted there between the master, supercargo, and *Doctor Marinus H. Vandyke*, the charterer; the plan was for the schooner to get the cargo into Charleston if she could, and so she proceeded onward. The counsel and the court are happily relieved of all difficulty or doubt respecting the nautical facts in the case. The report of the assessors, one of them the claimants' own witness on further proof (Record p. 85) has fully analyzed the nautical evidence, and the belief of those gentlemen was, that the whole navigation of the vessel, after she crossed Port Royal bar, was conducted as with a formed and fixed intention to enter Bull's bay, and, by the way of Price's inlet, to run up to Charleston, and that the stranding was an afterthought of the navigator when capture became inevitable.

No comment on this report is needed. It might possibly only obscure the document. We therefore are content simply to refer to it, and commend it to the attention of the court, (Record, p. 87.)

The reasons assigned by the master for trespassing upon these forbidden waters, may fairly be characterized as silly.

They are too frivolous almost to deserve a moment's consideration. He intended, he says, in the first place, somewhere in Bull's bay, (within reach, for so the place the assessors have reported was, of boats from Charleston,) to fix his pumps, *stop the leak when the water fell, and, with the assistance of the Restless*, (the capturing vessel,) *to get back to Port Royal*, (Record, p. 12.) The Restless, then, after all, was, according to *this* story, to afford assistance. But let us look at the *other* ground of excuse put forth in reply to the very pertinent question which the master correctly supposed would be asked, Why the Restless was not appealed to in the first instance for relief? His allegation on that point is, that he was afraid, in case he ran down to the man-of-war, that the men on board of that vessel would claim *salvage*, (Record, p. 13;) but this ingenious master, when he made that statement, seemed to have entirely forgotten that he had already sworn that his project was to get back to Port Royal *with the assistance of the Restless*. On what theory the supposed salvage claim was avoidable in one case, that of assistance *after* stranding, and unavoidable in the other case, of assistance rendered while the vessel was *afloat*, the master does not inform us. Neither ground of justification evidently will hold water any better than his worn-out, worm-eaten schooner.

But is there any reason to believe that the captain of this vessel could have for a moment supposed he would be able to repair her in the mud flats of Bull's bay, or is it at all credible that he entertained the alleged idea about a claim of salvage on the part of the American man-of-war? The assessors have emphatically negatived all this. We ask the court to read, in this connexion, the 3d, 4th, and 5th paragraphs of their report. (Record, p. 88.)

We cannot doubt, indeed, that this court will deem it perfectly clear, under the whole of the nautical evidence contained in the record, that every movement of the vessel after she left Port Royal was governed by a fixed design on the part of those who controlled her to break the blockade, if it could be done, at some point on the southern coast near Charleston.

It remains now only to consider the general evidence touching the question of destination, deducible from the nature of

the transactions, and the character and movements of the parties connected with the voyage and cargo, which, we believe will show :

III.

That the Elmira Cornelius left Port Royal with but a contingent destination to New York; the primary intention and design being that she should break the blockade at Charleston or some other neighboring points, on the blockaded southern coast, where opportunities should most favor the plan; that the evidence affords strong grounds for the presumption that the vessel was originally chartered and freighted at New York in pursuance of a plan to introduce this cargo, if possible, into the enemy's country; and that the whole transaction, and the entire voyage to and from Port Royal, were conceived and prosecuted with that view.

The principle agents primarily in this undoubtedly guilty transaction seem to have been the charterer of the vessel, Dr. M. H. Vandyke, and the supercargo, one H. S. Chichester. The character, residence, and occupation at the time of the inception of the transaction, of the first of these individuals we do not certainly know—itself a very suspicious circumstance; but the evidence discloses enough about the latter to enable us to see pretty clearly who he was, and what were his relations to the enemy's country. We find that on the 6th of June, 1862, Dr. Vandyke chartered this schooner, the charter being executed by John Simonson, "master, *and agent for himself and owners of the schooner*," for a voyage from New York city to Port Royal, S. C., and back to New York. The stipulated amount to be paid for the vessel was $650 per month, and it was agreed that Dr. Vandyke should have the privilege at Port Royal of ending the charter-party; otherwise that it should continue in full force, (Record, p. 29.) Eight days after the execution of the charter-party, John Simonson, the master, making oath that he was the *sole owner* of this vessel, a new enrolment, (dated June 14, 1862,) based on a change of property, was issued at the port of New York. All outstanding interests in the vessel were, by this change of ownership and enrolment, at once cancelled. She became the ostensible property of J. Simonson, her master for the con-

templated voyage down the coast, and through the charter previously executed by him, both the vessel and himself, her master and owner, were under the management and control of Dr. Vandyke. Thus the first step in the transaction was taken.

The next step was to secure an appropriate cargo. Dr. Vandyke seems to have been the possessor of but little means. The affidavits of all the claimants so state; (F. G. affidavit of Ames & Barnes, Record, p. 49.) According to the testimony, he was able to purchase absolutely but one comparatively small shipment; (See the articles, Record, p. 56.) There were others, however, in New York, who were willing to engage with him in any venture that promised a profitable return, trusting him, with closed eyes, to conduct it *where*, and *when*, and *how* he pleased. So we find that Dr. Vandyke "being in New York," in the language of the teste-affidavits of the claimants, made with Ames & Barne's, and other principal claimants, the extraordinary arrangement of which they speak in their claims, which was, that they would ship goods on board this vessel "*on their own account, with the privilege on the part of the said Vandyke of purchasing the same.*" This arrangement, if it is truly described, would manifestly serve two purposes. It would retain the title to the goods in the respectable New York gentlemen who shipped them, and enable them to assert their ownership in the case of any ulterior difficulty. It would also give complete control of the cargo, for any purpose whatever, to Dr. Vandyke. This was the arrangement in the case of the shipment by Ames & Barnes, (Record, p. 49;) James H. Leeds, (Record, p. 53;) and Grant & Son, (Record, p. 54.) In the case of the shipment by Alexander Muir, the arrangement was that Vandyke should have the privilege "*of selling the goods on joint account,*" (Record, p. 57.) The only other shipment besides that of Vandyke's own, was made by a Mr. Chichester, brother of the supercargo, who trusted the latter, of course, for the protection of his interests, (Record, p. 51.)

If the claimants have truly described the arrangement about the cargo, (and we take it that they probably have,) it is easy

to see how natural and appropriate a one it was for Vandyke to make if it was contemplated that the vessel should, by any chance, find her way, with this cargo on board, into a blockaded port. The control and responsibility were entirely committed to him, while those who lent him his capital would effect a good sale of their property, and share the profits if the enterprise proved successful.

The cargo would seem to have been selected with special reference to a southern market. Besides drugs, medicines, provisions, and farming implements, there were in the cargo a number of boxes of cotton-cards, purchased individually by Vandyke. These articles are of extensive use in the manufacture of cotton goods, and, of course, particularly useful at this time in the enemy's country. They are described in Dr. Ure's Dictionary of Arts and Manufactures as "instruments which serve to disentangle the fibers of cotton, to arrange them in an orderly lap or fleece, and thereby prepare them for being spun into uniform threads."

The third step—vessel and cargo having been secured—was to obtain a fit *supercargo*. Certainly there was no one more fit than H. L. Chichester, a resident of Augusta, Georgia, for the past two or three years, and who had left that State only two months previously—in April, 1862. (See his testimony *in preparatorio*, Record, page 17.)

Among the documents found on board of the schooner at the time of capture, was a private diary or journal, kept by this young gentleman, from January 1, 1860, (at Augusta,) to about September, 1862, (at Port Royal, on board the Elmira Cornelius.) We learn from that document that he was in the south when the rebellion broke out; and there are evidences in it that he was at that time in the military service of the rebels as an officer. We find that he was in Augusta, Georgia, on April 16, 1862; in Atlanta, Georgia, April 24; in Chattanooga, April 25; in Nashville, Tennessee, May 1; and that he arrived in New York about the 15th of May, 1862, travelling, probably, a part of the distance from his home through our lines on horseback. It thus appears, in the language of the court below, that the supercargo was a person, "*whose re-*

lations with the hostile territory had been recently intimate; and it is not in the least probable that they were absolutely determined." Within a few days after he reached New York, we find him engaged in business connected with the purchase and shipment of this cargo.

Under such auspices, the vessel left Port Richmond, Staten island, on the 20th of June. We would naturally expect to find, if our theory of the voyage be correct, some evidences in the record of an attempt to run the blockade on the way down the coast, and so we do.

We discover this entry in the supercargo's diary for June 28th, 1862: "Off Bull's bay; just dusk, and stood in to the blockader, and then made a tack off shore, and then stood in till the d——d son ——— shot a shell after us, when we went about, and then he shot another one, but went about quarter of a mile astern, and to windward."

The proofs show that "the blockader," thus elegantly alluded to, was the Restless, the vessel which subsequently made the capture. It seems, too, that, after the Restless fired these shots, a boat was sent out from her to board the schooner, but it returned and reported to Lieutenant Conroy, that she would not heave to. (See letter of Acting Lientenant Conroy to Secretary of Navy, record, p. 2.)

Two of the examinants, Daniel S. Sanford and J. Henry Marshall, give very full and clear accounts in their preparatory testimony of this first attempt on the part of the schooner to run into Bull's bay on the outward voyage. (See record, pp 21, 23.) The attempt would in all probability have been successful, had it not been for the vigilance of the blockading vessels. Thus frustrated in her effort to run the blockade, she proceeded on to Port Royal, where she arrived about the 1st of July.

She remained there till 11th October without any disposition, whatever, as we have seen, being made of the cargo. The circumstances attending the protracted inaction of the vesse at Port Royal are, on any theory of the *bona fides* of the transaction, very extraordinary, and in fact unaccountable Why the cargo was not at least discharged at Port Royal by

the master, if he were the owner of the vessel, is entirely unexplained. The account against the alleged charterer was becoming heavier and heavier, at the rate of $650 per month. and the vessel every day was becoming more worthless. There was no prohibition in the charter-party against the delivery of the cargo. But that this was not effected is the least mysterious and suspicious circumstance in the case.

The vessel laid at the wharf, in a Southern sun, half eaten up with worms, with a valuable and perishable cargo aboard, for three months and more, and not a word of correspondence took place between Dr. Vandyke and the master or supercargo, *and not a single letter seems to have been written concerning the cargo, either to the masters or supercargo, by any one of the various shippers and alleged owners of it.* It is pretty clear, from the single letter written by the claimant, Alexander Muir, to the master, (dated September 24,) that Vandyke must have been absent not only from Port Royal, but from his alleged residence, New York, from the time the vessel sailed till the last of September, (Rec. p. 29.) In that letter, Mr. Muir speaks of *Vandyke* as "*the owner*.

We contend that this absence of correspondence proves one or other of two things: (1.) either that Ames & Barnes and the other claimants were not the absolute and *bona fide* owners of the cargo, and that they have, therefore, attempted to perpetrate a fraud upon the court in making claim to it; (2.) or that they had, under some secret and undisclosed arrangement with Vandyke, an interest in the contemplated scheme for running the cargo into a southern market, and anticipated participating in the profits of such an enterprise; and that they were therefore willing to continue to await Vandyke's action in that matter. If neither fact were true, then, we contend, the non-intervention of these New York owners with respect to the cargo is absolutely incapable of any rational explanation. Of course, if the court is persuaded that either one or other of the hypotheses just stated affords an explanation of the facts to which attention has now been called, all the claims must be rejected and the property condemned The vessel and cargo were libelled in Philadelphia on the 7th

of November, 1862. Not a single claim for any part of the CARGO was interposed till the 29th of January, 1863, and one claim (that of Muir) was not filed till the 9th of May, 1863; and yet the parties were all four hours' distant from Philadelphia. This fact, in connection with the other circumstances, is very important on the question of the *bona fides* of the case of the claimants. It would seem to add vehemently to the suspicion that these New York gentlemen had not such interest in the property as would maintain a claim of ownership in a prize court—that the mysterious personage, Dr. Vandyke, is, in fact, the only party really interested in the fate of this case. Dr. Vandyke arrived at Port Royal about the 10th of October, and, on the 11th, the Elmira Cornelius sailed northward. Of course, arrangement was made before she sailed to effect the insurance of the property in New York. That was a proper and natural precaution in any case —whether or not it was contemplated that she might possibly be again frustrated in breaking the blockade, and might be compelled to sail for New York. There is some evidence in the Record touching what occurred between him and the master previously to the sailing of the schooner. Among the letters (produced on further proof) from the letter to his father, at New York, is one dated October 10, in which occurs substantially this sentence: "The Doctor wanted me [the master] to do something that did not agree with me, and then consented to let me clear for New York," (Record p. 66.) Feeling that this remark was susceptible of an interpretation that it would be desirable to avoid, the proctor for the vessel introduced, in connection with this letter, an affidavit, in which the master swears that the allusion in that letter was to a proposition made by Vandyke that the vessel should go to New Orleans, (Record, p. 69.) But it must be confessed it is exceedingly strange that the master had any difficulty in stating to his father in plain and direct terms the precise proposition; and the importance of this circumstance is increased when we find that Sandford, the steward, swore in his testimony *in preparatorio*, (of course, before it was known that such a letter as the above was in existence,) that the captain told him on the

morning before the capture, that Doctor Vandyke "*offered him, at Port Royal, ten thousand dollars if he would run the blockade,*" (Record, p. 21.) Many plans were possibly suggested by Vandyke. One proposition may have looked to New Orleans. But it is not at all probable that there was *not* another, and less innocent, proposal.

The claimants made an effort to invalidate the testimony of the steward, but we find in the mate's testimony, which is very much relied on by them, this sentence, "*We were joking all the morning about running the blockade, and I said to the supercargo that if we run ashore and the secesh got us, I supposed he could pay us for the risk we run. He said, Yes.*"

The mate was probably an innocent instrument in the hands of the master and his southern supercargo for the execution of their guilty purpose. This Georgian supercargo would have been able undoubtedly both to *pay* and *protect* the mate, if he had placed the schooner on the flats of Bull's bay beyond the reach of the boats of the blockader, and her cargo in the hands of the supercargo's "secesh" friends. That was the supercargo's mission aboard this vessel and on this voyage.

In considering, we, say finally, the evidence presented by the present record, we have been very often impressed by this observation, that no single fact which is therein disclosed is incapable of explanation upon the theory of the United States, while all of the most important circumstances developed by the testimony, documentary and parol, are absolutely inexplicable upon the hypothesis of the innocency of the parties whose conduct has been the subject of inquiry, and exclude, to a moral certainty, every hypothesis save that of the guilty intention of those persons.

The decree of the district court should accordingly be affirmed.

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